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Counsel to the Initial Debtors and Debtors in Possession

Proposed Counsel to the GK8 Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
CELSIUS NETWORK LLC, <i>et al.</i> , ¹)	Case No. 22-10964 (MG)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF PRESENTMENT
AND OPPORTUNITY FOR HEARING ON THE
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER PURSUANT
TO SECTION 327(E) OF THE BANKRUPTCY CODE AUTHORIZING
THE RETENTION AND EMPLOYMENT OF A.M. SACCULLO LEGAL, LLC
AS SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF DECEMBER 1, 2022**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors") will present the *Debtors' Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of A.M.*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

Saccullo Legal, LLC as Special Counsel to the Debtors Effective as of December 1, 2022, (the “Application”) to the Honorable Martin Glenn, Chief United States Bankruptcy Judge, for approval and signature on **February 22, 2023, at 12:00 p.m., prevailing Eastern Time** (the “Presentment Date”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Application shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (c) be filed electronically with the Court on the docket of *In re Celsius Network LLC*, No. 22-10964 (MG) by registered users of the Court’s electronic filing system and in accordance with all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (which are available on the Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served in accordance with the *Amended Final Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief* [Docket No. 1181] (the “Case Management Order”) by **February 17, 2023, at 4:00 p.m., prevailing Eastern Time** (the “Objection Deadline”), to (i) the entities on the Master Service List (as defined in the Case Management Order) available on the case website of the Debtors at <https://cases.stretto.com/celsius> and (ii) any person or entity with a particularized interest in the subject matter of the Application.

PLEASE TAKE FURTHER NOTICE that if no objections or other responses are timely filed and served by the Objection Deadline with respect to the Application the Debtors shall, on the Presentment Date, submit the Application to the Court, which order the Court may enter without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed, the Court will notify the moving and objecting parties of the date and time of the hearing and of the moving party's obligation to notify all other parties entitled to receive notice. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that copies of the Application and other pleadings filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto at <https://cases.stretto.com/celsius>. You may also obtain copies of the Application and other pleadings filed in these chapter 11 cases by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

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New York, New York
Dated: February 3, 2023

/s/ Joshua A. Sussberg

KIRKLAND & ELLIS LLP

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Counsel to the Initial Debtors and Debtors in Possession

Proposed Counsel to the GK8 Debtors and Debtors in Possession

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Proposed Counsel to the GK8 Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
CELSIUS NETWORK LLC, <i>et al.</i> , ¹)	Case No. 22-10964 (MG)
Debtors.)	(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER PURSUANT
TO SECTION 327(E) OF THE BANKRUPTCY CODE AUTHORIZING
THE RETENTION AND EMPLOYMENT OF A.M. SACCULLO LEGAL, LLC
AS SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF DECEMBER 1, 2022**

Celsius Network LLC and certain of its affiliates, as debtors and debtors in possession (collectively, the “Initial Debtors”), together with GK8 Ltd., GK8 USA LLC, and GK8 UK Limited, as debtors and debtors in possession (collectively, the “GK8 Debtors” and, together with

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

the Initial Debtors, the “Debtors”) state the following in support of this application (“Application”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), pursuant to section 327(e) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), authorizing the Debtors to retain and employ A.M. Saccullo Legal, LLC (“AMSL”) as special counsel to the Debtors for the matters described herein, effective as of December 1, 2022, pursuant to the terms and conditions set forth in the engagement letter between the Debtors and AMSL, dated as of December 1, 2022, attached at **Exhibit 1** to the Order.

2. In support of the relief requested herein, the Debtors submit (a) the *Declaration of Anthony M. Saccullo in Support of Debtors’ Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of A.M. Saccullo Legal, LLC as Special Counsel to the Debtors Effective as of December 1, 2022*, (the “**Saccullo Declaration**”), attached hereto as **Exhibit B**, and (b) the *Declaration of Christopher Ferraro in Support of Debtors’ Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of A.M. Saccullo Legal, LLC as Special Counsel to the Debtors Effective as of December 1, 2022*, (the “**Ferraro Declaration**”), attached hereto as **Exhibit C**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, entered February 1, 2012. The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1.

Background

6. The Debtors, together with their non-Debtor affiliates (collectively, “Celsius”), are one of the largest and most sophisticated cryptocurrency-based finance platforms in the world and provide financial services to institutional, corporate, and retail clients across more than 100 countries. Celsius was created in 2017 to be one of the first cryptocurrency platforms to which users could transfer their crypto assets and (a) earn rewards on crypto assets and/or (b) take loans using those transferred crypto assets as collateral. Headquartered in Hoboken, New Jersey, Celsius has more than 1.7 million registered users and approximately 300,000 active users with account balances greater than \$100.

7. On July 13, 2022, each of the Initial Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the Declaration of Robert Campagna, Managing Director

of Alvarez & Marsal North America, LLC, in Support of Chapter 11 Petitions and First Day Motions [Docket No. 22] (the “Campagna Declaration”).² The Debtors commenced these chapter 11 cases to provide Celsius an opportunity to stabilize its business and consummate a comprehensive restructuring transaction that maximizes value for stakeholders.

8. On December 7, 2022 (the “GK8 Petition Date”), each of the GK8 Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Christopher Ferraro, Director and Chief Financial Officer of the GK8 Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 1629].

9. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket Nos. 53 and 1648]. On July 27, 2022, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors in the Initial Debtors’ cases [Docket No. 241] (the “Committee”). On September 29, 2022, the Court entered an order appointing an examiner in the Initial Debtors’ cases [Docket No. 920]. On October 20, 2022, the Court entered an order approving the appointment of an independent fee examiner [Docket No. 1151] (the “Fee Examiner”).

Scope of AMSL’s Services

10. After the Petition Date, the Debtors contacted AMSL to represent the Debtors in connection with *In re FTX Trading Ltd., et al.*, Case No. 22-11068 (JTD) (Bank. D. Del. 2022), pending in the United States Bankruptcy Court for the District of Delaware (the “FTX Chapter 11”).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Campagna Declaration.

Cases”). In particular, AMSL’s services include (a) monitoring the FTX Trading Ltd. docket for filings and coordinating with the Debtors’ advisors on pending matters that need responses; (b) attending hearings in the United States Bankruptcy Court for the District of Delaware; (c) providing legal advice regarding Delaware local rules, practices, and procedures; (d) drafting, reviewing and commenting on drafts of documents to ensure compliance with local rules, practices, and procedures; (e) filing documents as requested by the Debtors’ advisors and coordinating for service of documents; (f) performing such other legal services as may be required or requested or as may otherwise be deemed in the interests of the Debtors and duties as set forth in the Bankruptcy Code, Bankruptcy Rules, or other applicable law; and (g) providing additional support to the Debtors’ advisors as requested (collectively, the “AMSL Services”).

11. The Debtors require knowledgeable counsel in Delaware to render the AMSL Services. As noted below, AMSL has substantial expertise in all these areas. Accordingly, AMSL is well qualified to perform these services and represent the Debtors’ interests in the FTX Chapter 11 Cases. Subject to approval of this Application, AMSL has informed the Debtors that it is willing to serve as the Debtors’ special counsel and to perform the AMSL Services.

12. The AMSL Services will be provided to the Debtors in accordance with the Engagement Letter. AMSL will not serve as the Debtors’ general or special counsel on matters not set forth in this Application. As noted below, AMSL will coordinate with the Debtors’ other advisors to avoid duplication of services.

AMSL’s Qualifications

13. The Debtors have selected AMSL as its special counsel because of the firm’s experience, knowledge, and expertise in Delaware bankruptcy cases, including committee representations and participations, debtor and creditors rights, lien investigations and litigation,

and commercial and suretyship litigation. The professionals at AMSL have substantial bankruptcy experience, including the representation of committee and committee chairs, independent boards of directors, litigation trustees, and liquidating trustees and have participated in numerous bankruptcy cases in Delaware.

14. AMSL will provide the Debtors with the AMSL Services in connection with the FTX Chapter 11 Cases and apply its expertise and experience in representing various clients in bankruptcy cases in the Delaware. Replacing AMSL would force the Debtors to bear unnecessary costs as alternative counsel familiarized itself with the relevant background and facts, potentially impacting the Debtors' interests in the FTX Chapter 11 Cases negatively.

15. In light of the foregoing, AMSL is well qualified to represent the Debtors as special counsel pursuant to section 327(e) of the Bankruptcy Code in connection with the AMSL Services, and AMSL's retention is in the best interest of the Debtors' estates, creditors, and other parties in interest.

AMSL's Disinterestedness

16. In connection with its proposed retention by the Debtors in these chapter 11 cases, AMSL received and reviewed a list of parties in interest (the "Potential Parties in Interest") from the Debtors, which is attached as Appendix 1 to the Saccullo Declaration.

17. To the best of the Debtors' knowledge, information, and belief, AMSL has represented that it neither holds nor represents any interest that is adverse to the Debtors' estates in connection with any of the AMSL Services. Accordingly, retention of AMSL meets the requirements set forth in section 327(e) of the Bankruptcy Code. If any new relevant facts or relationships are discovered or arise, AMSL will use reasonable efforts to identify such further

developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

AMSL's Compensation

18. For calendar year 2022, AMSL's ordinary hourly rates ranged from \$485 to \$550 per hour for attorneys. AMSL does not employ para-professionals—the services customarily rendered by paraprofessionals are rendered by a third-party service provider, at a pre-negotiated expense. These expenses are passed through to the estates without mark-up. For calendar year 2023, AMSL's ordinary hourly rates will range from \$525 to \$605 per hour for attorneys. The primary attorneys that will work on this representation and their respective hourly rates, for both 2022 and 2023, are as follows:

Professional³	Position	2022 Hourly Rate	2023 Hourly Rate
Anthony M. Saccullo	Founder	\$550	\$605
Mark T. Hurford	Attorney	\$515	\$565
Thomas Kovach	Attorney	\$515	\$565
Mary (Meg) Augustine	Attorney	\$485	\$525

19. The hourly rates and corresponding rate structure AMSL will use in this case are the same as the hourly rates and corresponding rate structure that AMSL uses in other restructuring matters, as well as similar complex corporate and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

³ Mr. Hurford, Mr. Kovach, and Ms. Augustine are special counsel to AMSL, who are compensated as independent contractors of AMSL based, in substantial part, on fees received by AMSL from Mr. Hurford's, Mr. Kovach's, and Ms. Augustine's practice. Substantially all of Mr. Hurford's, Mr. Kovach's, and Ms. Augustine's legal services are rendered through AMSL. Mr. Hurford, Mr. Kovach, and Ms. Augustine are regular attorneys of AMSL; their practices are fully integrated into AMSL and are featured attorneys on AMSL's marketing materials.

20. AMSL's hourly rates are designed to compensate AMSL fairly for the work of its professionals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first AMSL's fee application following such adjustments).

21. AMSL's billing rates are usually revised annually, on or around January 1 of each year, as is customary with AMSL's policies. Accordingly, AMSL's billing rates increased on January 1, 2023, as set forth above. As set forth in the Order, AMSL will provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Committee before implementing any additional periodic increases and will file any such notice with the Court.

22. In addition to the hourly rates, it is AMSL's policy to charge its clients in all areas of practice for the actual, necessary expenses incurred in connection with the client's case, including, among other things, court appearance fees, video conference expenses, teleconference charges, fax transmissions, postage, messenger and express mail charges, special or hand-delivery charges, photocopying charges, filing fees, travel expenses, expenses for work-related meals, the catering of meetings and business meetings, computerized research, transcription costs, as well as identifiable, non-ordinary overhead expenses such as secretarial and other overtime and late-night transportation, where necessary to meet deadlines and client expectations. AMSL will charge the Debtors' estates for expenses incurred by AMSL on behalf of the Debtors in a manner and at rates consistent with charges made generally to AMSL's other clients and in a manner consistent with the local bankruptcy rules and orders of this Court.

23. The Debtors understand that AMSL will apply to the Court for allowance of compensation and reimbursement of expenses for all professional services performed and expenses

incurred after the Petition Date in accordance with Administrative Order M-447 (*Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases*, dated January 29, 2013 (Morris, C.J.)), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court.

24. To the best of the Debtors' knowledge, no professional of AMSL has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with these chapter 11 cases, other than as permitted by the Bankruptcy Code. AMSL did not receive any retainer from the Debtors, or any other entity in these Chapter 11 Cases. Other than as set forth herein, there is no proposed arrangement to compensate AMSL. AMSL has agreed not to share compensation received in connection with these chapter 11 cases with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b), in respect of sharing of compensation among attorneys of AMSL.

Compensation Received by AMSL from the Debtors

25. AMSL is not a creditor of the Debtors, and AMSL has not previously been retained by the Debtors. As such, AMSL did not receive any payments from the Debtors prior to the Petition Date.

No Duplication of Services

26. The Debtors intend that the AMSL Services will complement, and not duplicate, the services being rendered by any other professional retained in these chapter 11 cases. AMSL understands that the Debtors have retained and may retain additional professionals during the term of their engagement and agrees to work cooperatively with such professionals to avoid any duplication of services.

The Relief Requested Should Be Granted

27. Section 327(e) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ, for a specified special purpose, other than to represent the [debtor in possession] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate *with respect to the matter on which such attorney is to be employed*.

11 U.S.C. § 327(e) (emphasis added). Bankruptcy Rule 2014 requires that applications for retention of professionals include, among other things:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm]'s connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Fed. R. Bankr. P. 2014(a).

28. Importantly, section 327(e) of the Bankruptcy Code does not require that AMSL be a “disinterested person” as defined in section 101(14) of the Bankruptcy Code, but only that AMSL not hold any interests adverse to the Debtors or their estates with respect to the Services. In considering whether to appoint special counsel under section 327(e) of the Bankruptcy Code, courts generally consider whether “(1) the representation is in the best interest of the estate, (2) the attorney represented the debtor in the past, (3) the attorney is for a specific purpose approved by the court, other than to represent the debtor in conducting the case, (4) the attorney does not represent or hold an interest adverse to the debtor or the debtor's estate.” *See In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (Bankr. D. Del. 2005); *see also In re Diva Jewelry Design, Inc.*, 367 B.R. 463, 469 (Bankr. S.D.N.Y. 2007) (noting that retention under 327(a) standard is a

more rigorous standard, “as opposed to a special counsel, whose appointment is governed by section 327(e), [for which the standard is] whether the professional (a) is ‘disinterested’ and (b) holds or represents an interest ‘adverse to the estate.’”); *In re Hempstead Realty Assocs.*, 34 B.R. 624, 626 (Bankr. S.D.N.Y. 1983) (“The disinterest[ed] requirement stated in [Bankruptcy] Code § 327(a) is not repeated in subsection (e) with respect to attorneys who are retained ‘for a specified special purpose.’”).

29. AMSL’s proposed retention satisfies the factors for retention of special counsel under section 327(e) of the Bankruptcy Code: (a) the proposed retention is for the specific purpose of representing the Debtors for the identified AMSL Services, which do not include representing the Debtors in its chapter 11 cases; (b) the proposed retention is in the best interests of the Debtors’ estate because AMSL is well-qualified and it would waste significant time, effort, and money for the Debtors to have sought replacement counsel; and (c) AMSL does not hold or represent any interest adverse to the Debtors or their estates with respect to the AMSL Services provided.

30. To the best of the Debtors’ knowledge, the attorneys of AMSL do not hold or represent any interest adverse to the Debtors or their estates with respect to the AMSL Services. As set forth in the Saccullo Declaration, AMSL has a highly experienced bankruptcy practice in Delaware. The AMSL Services will not overlap with the services to be provided by the Debtors’ other professionals. In light of the importance of continuing to work cooperatively to respond to the regulators’ requests and inquiries related to the various investigations, the Debtors respectfully submit that retaining and employing AMSL pursuant to the terms of this Application is necessary and in the best interests of the Debtors’ estates and all parties in interest in these chapter 11 cases and satisfies all other applicable standards for retention under the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Motion Practice

31. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, the Debtors submit that this Application satisfies Local Rule 9013-1(a).

Notice

32. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee; (b) counsel to the Committee; (c) the United States Attorney's Office for the Southern District of New York; (d) the Internal Revenue Service; (e) the offices of the attorneys general in the states in which the Debtors operate; (f) the Securities and Exchange Commission; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

33. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: February 3, 2023
New York, New York

/s/ Christopher Ferraro
Christopher Ferraro
Interim Chief Executive Officer, Chief
Restructuring Officer, and Chief Financial
Officer
Celsius Network LLC

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**ORDER PURSUANT TO SECTION 327(E)
OF THE BANKRUPTCY CODE AUTHORIZING
THE RETENTION AND EMPLOYMENT OF A.M. SACCULLO LEGAL, LLC
AS SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF DECEMBER 1, 2022**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 authorizing the Debtors to retain A.M. Saccullo Legal, LLC as special counsel to the Debtors with respect to the AMSL Services, effective as of December 1, 2022, all as more fully set forth in the Application; and upon the Saccullo Declaration and the Ferraro Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, entered February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not defined in this Order shall have the meanings ascribed to them in the Application.

of these cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and other parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to retain AMSL as special counsel for the Debtors with respect to the AMSL Services, effective as of December 1, 2022, and AMSL is authorized to perform the AMSL Services described in the Application.
3. AMSL shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the AMSL Services in the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.
4. Prior to any increase in AMSL's rates for any individual providing services in these chapter 11 cases, AMSL shall file a supplemental affidavit with the Court, and AMSL shall provide ten business days' notice to the Debtors, the U.S. Trustee, the Fee Examiner, and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on

all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

5. In the event of any inconsistency between the Application, the Saccullo Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

6. AMSL shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

7. The relief granted herein shall be binding upon any chapter 11 trustee appointed in any of these chapter 11 cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of any of these chapter 11 cases to cases under chapter 7.

8. Notwithstanding any provision to the contrary in the Engagement Letter, any dispute relating to the AMSL Services shall be referred to arbitration consistent with the terms of the Engagement Letter only to the extent that this Court does not have, retain, or exercise jurisdiction over the dispute, and 28 U.S.C. § 1334(e)(2) shall govern the forum for resolving fee disputes.

9. Notwithstanding anything to the contrary in the Engagement Letter, AMSL shall not withdraw as Debtors' counsel prior to the effective date of any chapter 11 plan confirmed in these chapter 11 cases without prior approval of this Court in accordance with Local Bankruptcy Rule 2090-1(e).

10. Notice of the Application as provided therein is good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(h) and the Local Rules are satisfied by such notice.

11. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Application.

13. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York
Dated: _____, 2023

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter



ANTHONY M. SACCULLO
(302) 836-8877
(302) 753-3100 (CELL)
AMS@SACCULLOLEGAL.COM

December 1, 2022

VIA ELECTRONIC MAIL

Christopher Ferraro, Interim Chief Executive Officer
Celsius Network Limited
The Harley Building
77-79 New Cavendish Street
London W1W 6XB
United Kingdom
chris.ferraro@celsius.network

Re: Engagement of A. M. Saccullo Legal, LLC

Dear Mr. Ferraro:

I am pleased that you have decided to retain A. M. Saccullo Legal, LLC (the "Firm") to act as special counsel and conflicts counsel for Celsius Network Limited and its affiliated debtors (collectively, the "Client") in the bankruptcy cases of FTX Trading Ltd., *et al.*, Case No. 22-11068 (JTD) (collectively, the "FTX Bankruptcy Cases") pending before the United States Bankruptcy Court for the District of Delaware. This letter will confirm the terms of our representation of the Client in the FTX Bankruptcy Cases.

It is recommended that there be a written fee agreement between attorneys and their clients. Additionally, our clients' best interests require that they be fully informed of our billing practices. The purpose of this letter, therefore, is to set forth the scope of our engagement, to set forth the financial arrangements regarding our engagement, and to verify our mutual agreement of the foregoing:

Scope of Services:

This engagement is limited in scope and nature. The Firm will represent the Client solely as special counsel and conflicts counsel in the FTX Bankruptcy Cases. The Firm's representation of the Client will include any appointment as a committee member in the FTX Bankruptcy Cases.

Excluded Services:

All services not specifically described above will be excluded from the terms of this limited engagement. The Firm is not general counsel to the Client. This engagement excludes any litigation in which the Client may currently be involved, as well as future litigation, unless otherwise expressly agreed upon, in writing, by the Client and the Firm. The Client is a debtor in



its own chapter 11 proceedings, Celsius Network LLC, *et al.*, Case No. 22-10964 (MG) (the “Celsius Bankruptcy Cases”), pending before the United States Bankruptcy Court for the Southern District of New York. The Client understands that the Client’s retention of the Firm, and the Client’s compensation of the Firm, is subject to court approval in the Celsius Bankruptcy Cases. Nonetheless, the Firm is not being retained to represent the Client in the Celsius Bankruptcy Cases.

Fees & Expenses:

Our billing practice is to charge for our services based on the criteria set forth in Rule 1.5 of the Rules of Professional Conduct. These criteria include the nature of the fee agreements, the time and labor required, the novelty or difficulty of a particular question involved, the level of skill requisite to proper performance of the services, the apparent conflicts engendered by the representation, customary fees for the services, the amount involved and the result obtained, special limitations imposed by the client, the nature and length of the professional relationship with the client, and the experience, reputation, and ability of the attorney or attorneys performing the services. We use the amount of time devoted to a matter by a particular attorney, at that attorney’s hourly rate, as one factor in determining fees.

The Firm will be entitled to hourly compensation in this matter. I will be primarily responsible for the legal services to be rendered, and my hourly rate is \$550.00. Meg Augustine, Thomas Kovach, and Mark Hurford may also render services on this matter. Their hourly rates range from \$485.00 to \$515.00, respectively. Hourly rates may increase each year effective January 1st. The Firm will prepare and submit invoices on or about a monthly basis to the email address above, and the invoices will include a description of the services rendered, the time associated with those services, and the relevant fee for those services. Invoices will also include actual expenses incurred. The Client and the Firm understand that any compensation to the Firm, and the reimbursement of any expenses to the Firm is subject to court approval in the Celsius Bankruptcy Cases.

The performance of legal services involves costs and expense, some of which must be paid to third parties. These expenses may include, but are not limited to filing fees, court reporters, deposition fees, travel costs, telecopier costs, messenger services, long distance telephone charges, computerized research expenses and expenses of experts whom we deem appropriate to assist in our representation of the Client in this matter. We also utilize a third-party provider for para-professional services, the costs of which are directly charged through to our clients without mark-up for the Firm. We expect that the Client will either pay directly or reimburse us for such costs. If such costs may be calculated beforehand and appear to be substantial, we may ask that the Clients advance us those sums before we expend them or reimburse the vendor directly. In addition to any retainer requested by the Firm, the Client must advance any filing fees charged by the Court.

**Retainer:**

The Firm does not require a retainer prior to the commencement of this engagement. I am required to inform you that, at the conclusion of this engagement, any remaining retainer, should one be received by the Firm, will be refunded to the Client, to the extent it has not been utilized in fees and costs related to the representation. Through this letter, we are informing you that all interest earned on any retainer will be paid automatically to the IOLTA program of the State of Delaware.

Your Right to Terminate Representation:

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will stop all legal work on the Client's behalf immediately and seek authorization from the Court to withdraw as the Client's counsel. The Client will be responsible for paying all legal fees and expenses incurred on the Client's behalf in this matter through the date the Court authorizes the Firm's withdrawal.

Our Right to Terminate Representation:

We may terminate our representation (to the extent permitted by the ethical and court rules) at any time if you breach any material term of this agreement, fail to timely satisfy an outstanding invoice, or fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, the Client will take all steps reasonably necessary and will cooperate as required to free us of any further obligation to perform services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, the Client agrees to pay for all expenses incurred before the termination of our representation in accordance with the provisions of this agreement.

Documentation:

The Firm will send you copies of pleadings (if any), documents and correspondence and other information throughout the matter. These copies will be your file copies. The Firm will also keep the information in its file. The file in our office will be the Firm's file. Please bring your file to all of our meetings so that we both have all of the necessary information available to us. Once we have completed the legal work necessary to conclude this matter, the Firm will close its file and return any original documents to you. The Firm will then store the file for a reasonable period following the termination of the representation. The Firm will destroy the file after that period of time unless you instruct me in writing to keep it longer.

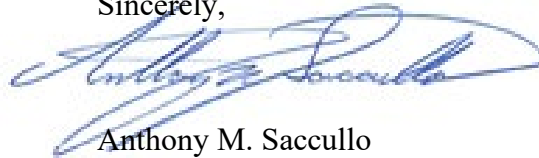
Miscellaneous:

If this letter correctly sets forth your understanding of the scope of the services to be rendered to you by the Firm, and if the terms of the engagement are satisfactory, please execute the enclosed copy of this letter and return it to us. If you have any questions or concerns regarding the terms of this agreement, please feel free to call me to discuss.



By executing this agreement, you acknowledge that there is uncertainty concerning the outcome of this matter, and that the Firm and the undersigned attorney have made no guarantees as to the disposition of any phase of this matter. All representations and expressions relative to the outcome of this matter are only expressions of the said attorney's opinions and do not constitute guarantees.

Sincerely,



Anthony M. Saccullo

AGREED AND ACKNOWLEDGED ON THIS 1ST DAY OF DECEMBER 2022

Celsius Network Limited, ET AL.,

DocuSigned by:



1315E92GGA0F408...

BY: Christopher Ferraro

ITS: Interim Chief Executive Officer

Exhibit B

Saccullo Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**DECLARATION OF ANTHONY M. SACCULLO IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER PURSUANT
TO SECTION 327(E) OF THE BANKRUPTCY CODE AUTHORIZING
THE RETENTION AND EMPLOYMENT OF A.M. SACCULLO LEGAL, LLC
AS SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF DECEMBER 1, 2022**

I, Anthony M. Saccullo, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein:

1. I am a member of A.M. Saccullo Legal, LLC ("AMSL"), which maintains offices for the practice of law at 27 Crimson King Drive, Bear, Delaware 19701. I am an attorney-at-law, duly admitted and in good standing to practice in the State of Delaware, the United States District Court for the District of Delaware, and the United States Court of Appeals for the Third Circuit.

2. I submit this declaration (this "Declaration") in support of the *Debtor's Application for Entry of an Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of A.M. Saccullo Legal, LLC as Special Counsel to the Debtors Effective as of December 1, 2022*, (the "Application").² Except as otherwise noted, all facts in this Declaration

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by other members of the Debtors' management, the Debtors' advisors, and other AMSL professionals. To the extent that any information disclosed herein requires supplementation, amendment, or modification upon AMSL's completion of further analysis or as additional information becomes available to it, a supplemental declaration will be filed with the Court.

Scope of Services to Be Provided

3. After the Petition Date, the Debtors contacted AMSL to represent the Debtors in connection with *In re FTX Trading Ltd., et al.*, Case No. 22-11068 (JTD) (Bankr. D. Del. 2022), pending in the United States Bankruptcy Court for the District of Delaware. In particular, AMSL's services will include (a) monitoring the FTX Trading Ltd. docket for filings and coordinating with the Debtors' advisors on pending matters that need responses; (b) attending hearings in the United States Bankruptcy Court for the District of Delaware; (c) providing legal advice regarding local rules, practices, and procedures; (d) reviewing and commenting on drafts of documents to ensure compliance with local rules, practices, and procedures; (e) filing documents as requested by the Debtors' advisors and coordinating for service of documents; (f) performing such other legal services as may be required or requested or as may otherwise be deemed in the interests of the Debtors and duties as set forth in the Bankruptcy Code, Bankruptcy Rules or other applicable law; and (g) providing additional support to the Debtors' advisors, and any other counsel to the Debtors, as requested.

4. The Debtors require knowledgeable counsel in Delaware to render the AMSL Services. As noted below, AMSL has substantial expertise in all these areas. Accordingly, AMSL is well qualified to perform the AMSL Services and represent the Debtors' interests in the FTX

Chapter 11 Cases. Subject to approval of this Application, AMSL has informed the Debtors that it is willing to serve as the Debtors' special counsel and to perform the AMSL Services.

5. The AMSL Services will be provided to the Debtors in accordance with the Engagement Letter. AMSL will not serve as the Debtors' general or special counsel on matters not set forth in this Application. As noted below, AMSL will coordinate with the Debtors' other advisors to avoid duplication of services.

AMSL's Qualifications

6. I understand that the Debtors have selected AMSL as its special counsel because of the firm's experience, knowledge, and expertise in the Delaware bankruptcy cases, including committee representations and participations, debtor and creditors rights, lien investigations and litigation, and commercial and suretyship litigation. The professionals at AMSL have substantial experience, including the representation of committee and committee chairs, independent boards of directors, litigation trustees, and liquidating trustees and have participated in numerous bankruptcy cases in Delaware. AMSL will provide the Debtors with the AMSL Services in connection with the FTX Chapter 11 Cases and apply its expertise and experience in representing various clients in bankruptcy cases in the Delaware. Replacing AMSL would force the Debtors to bear unnecessary costs as alternative counsel familiarized itself with the relevant background and facts, potentially impacting the Debtors' interests in the FTX Chapter 11 Cases negatively.

7. AMSL is well qualified to represent the Debtors as special counsel pursuant to section 327(e) of the Bankruptcy Code in connection with the AMSL Services, and AMSL's retention is in the best interest of the Debtors' estates, creditors, and other parties in interest.

AMSL's Disclosure Procedures

8. AMSL maintains and systematically updates its client database (the "Client Database") in the ordinary course of business, and it is the regular practice of AMSL to make and maintain these records. The Client Database maintained by AMSL is designed to include every matter on which AMSL is now or has been engaged, the entity by which AMSL is now or has been engaged and, in each instance, the identity of related parties and adverse parties and the name of the attorney at AMSL that is knowledgeable about the matter. It is the policy of AMSL that no new matter may be accepted or opened without completing and submitting to those charged with maintaining the Client Database the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter, and related and adverse parties. Accordingly, the Client Database is regularly updated for every new matter undertaken by AMSL.

9. The Debtors provided AMSL with a list of persons and entities who potentially have an interest in these chapter 11 cases (the "Parties in Interest List" and such parties, "Parties in Interest"), which is attached as **Appendix 1** hereto.

10. To ascertain AMSL's "connections," as that term is used in Federal Rule of Bankruptcy Procedure 2014, an electronic search was run on **Appendix 1** and compared with the Client Database for connections over the last three years. I reviewed the results of that electronic search. In addition, I personally reviewed a potentially interested parties list (the "Potentially Interested Parties List"). Finally, the Potentially Interested Parties List was sent via electronic mail to all attorneys at AMSL for their individual review and response.

11. To the best of my knowledge and information after due inquiry, neither AMSL nor any of its attorneys has any connection with the Parties in Interest. AMSL will supplement this declaration if it becomes aware of any other relationships that require disclosure in this case.

12. To the best of my knowledge, no professional of AMSL is a relative of, or has been connected with, any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, the Assistant United States Trustee for the Southern District of New York, the attorney for the U.S. Trustee assigned to these chapter 11 cases, or any other employee of the U.S. Trustee. Accordingly, I understand that the proposed engagement of AMSL is not prohibited by or improper under Bankruptcy Rule 5002(a).

13. Based on the review described above, and to the best of my knowledge and based upon the information available to me, AMSL neither represents nor holds an interest materially adverse to the interests of the Debtors or their estates with respect to the matters on which AMSL is to be employed.

14. AMSL will periodically review its files during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, AMSL will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

AMSL's Rates and Billing Practices

15. I have advised the Debtors that AMSL intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with this case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the U.S. Trustee Guidelines, and any administrative compensation order entered in this case. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the attorneys. These hourly rates are subject to periodic

adjustment. As set forth in the Order, AMSL will (i) provide ten business days' notice to the Debtors, the Committee, and the U.S. Trustee before implementing any rate increases, and (ii) file any such notice with the Court.

16. For calendar year 2022, AMSL's ordinary hourly rates ranged from \$485 to \$550 per hour for attorneys. AMSL does not employ para-professionals—the services customarily rendered by paraprofessionals are rendered by a third-party service provider, at a pre-negotiated expense. These expenses are passed through to the estates without mark-up. For calendar year 2023, AMSL's ordinary hourly rates will range from \$525 to \$605 per hour for attorneys. The primary attorneys that will work on this representation and their respective hourly rates, for both 2022 and 2023, are as follows:

Professional ³	Position	2022 Hourly Rate	2023 Hourly Rate
Anthony M. Saccullo	Founder	\$550	\$605
Mark T. Hurford	Attorney	\$515	\$565
Thomas Kovach	Attorney	\$515	\$565
Mary (Meg) Augustine	Attorney	\$485	\$525

17. The hourly rates and corresponding rate structure AMSL will use in this case are the same as the hourly rates and corresponding rate structure that AMSL uses in other restructuring matters, as well as similar complex corporate and litigation matters, whether in court or otherwise,

³ Mr. Hurford, Mr. Kovach, and Ms. Augustine are special counsel to AMSL, who are compensated as independent contractors of AMSL based, in substantial part, on fees received by AMSL from Mr. Hurford's, Mr. Kovach's, and Ms. Augustine's practice. Substantially all of Mr. Hurford's, Mr. Kovach's, and Ms. Augustine's legal services are rendered through AMSL. Mr. Hurford, Mr. Kovach, and Ms. Augustine are regular attorneys of AMSL; their practices are fully integrated into AMSL and are featured attorneys on AMSL's marketing materials.

regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

18. AMSL's hourly rates are designed to compensate AMSL fairly for the work of its professionals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first AMSL's fee application following such adjustments).

19. AMSL's billing rates are usually revised annually, on or around January 1 of each year, as is customary with AMSL's policies. Accordingly, AMSL's billing rates increased on January 1, 2023, as set forth above. As set forth in the Order, AMSL will provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Committee before implementing any additional periodic increases and will file any such notice with the Court.

20. In addition to the hourly rates, it is AMSL's policy to charge its clients in all areas of practice for the actual, necessary expenses incurred in connection with the client's case, including, among other things, court appearance fees, video conference expenses, teleconference charges, fax transmissions, postage, messenger and express mail charges, special or hand-delivery charges, photocopying charges, filing fees, travel expenses, expenses for work-related meals, the catering of meetings and business meetings, computerized research, transcription costs, as well as identifiable, non-ordinary overhead expenses such as secretarial and other overtime and late-night transportation, where necessary to meet deadlines and client expectations. AMSL will charge the Debtors' estates for expenses incurred by AMSL on behalf of the Debtors in a manner and at rates

consistent with charges made generally to AMSL's other clients and in a manner consistent with the local bankruptcy rules and orders of this Court.

21. AMSL will apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with Administrative Order M-447 (*Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases*, dated January 29, 2013 (Morris, C.J.)), and the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (collectively, the "Fee Guidelines"), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court.

22. AMSL will use its best efforts to avoid duplicating services rendered by the Debtors' other retained professionals.

23. AMSL did not receive any retainer from the Debtors, the Committee, or any other entity in this case. Other than as set forth herein, there is no proposed arrangement to compensate AMSL. AMSL has agreed not to share compensation received in connection with these chapter 11 cases with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b), in respect of sharing of compensation among attorneys of AMSL.

Compensation Received by AMSL from the Debtors

24. As of the Petition Date, the Debtors did not owe AMSL any amounts for legal services rendered before the Petition Date, and AMSL is not a creditor of the Debtors.

Statement Regarding U.S. Trustee Guidelines

25. The following information is provided in response to the request for additional information set forth in Paragraph D.1 of the *U.S. Trustee Guidelines for Reviewing Applications*

*for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in
Larger Chapter 11 Cases:*

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the twelve months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the twelve months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Not applicable.

Question: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Response: AMSL expects to develop a budget and staffing claim with the Debtors for AMSL's engagement. In accordance with the U.S. Trustee Guidelines, the budget may be amended, as necessary, from time to time to reflect unanticipated developments.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 3, 2023
Bear, Delaware

Respectfully submitted,

/s/ Anthony M. Saccullo

Name: Anthony M. Saccullo

Title: Member

Appendix 1

Parties in Interest List

Celsius Network, LLC, et al.
Master List of Potential Parties in Interest¹

¹ This list (and the categories contained herein) are for purposes of a conflicts check and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

CEL - Supplemental Parties in Interest List

1. Ad-Hoc Group

Anderson, Jan
Audeh, Ramzi
Banda, Santosh Praneeth
Benator, Ilene
Bierbaum, Cheryl
Bradley, Frank Malcom
Butryn, Robert K.
Calderone, Anthony
Castillo, Gilbert
Chan, Allison
Cherkyek Consulting, LLC
Chiakulas, John
Cifani, Michael
Crespo, Frank
Dimetros, Jonandre
Dreikosen, Stephen
Fikar, Thomas Dean
Frederick, Paul
Gasso, Julius
Gilmore, Andrew
Griffin, Sargam Petra
Guillo, Adrien
Gurazada, Lakshmi Sai Lalitha
Haddad, Ghassan
Huang, Hsuan Yao

Lebor, Christine
Lindsay, Jacob
Little, David
Mansour, Ashley
McLain, Karen
Ralbovsky, Yanxing
Reyes, Eduardo
Reyes, Marino
Richardson Jr., Harry B.
Robinson, Craig
Salyards, Jedidiah A.
Saunders, William
Schmeizer, Scott
Singer, Michael
Singh, Roshandip
Smith, Jason
Smith, Laura Dronen
Stearns, Aaron
Tuan, Joey
Turner, Elvin R.
Urbano, Melinda
Vejseli, Veton
Wong, Calvin
Yadav, Rishi Rav

2. Bankruptcy Examiner and Professionals

Huron Consulting Services LLC
Jenner & Block LLP
Shoba Pillay

3. Bankruptcy Professionals

Akin Gump Strauss Hauer & Feld LLP
Alvarez & Marsal Holdings LLC
Centerview Partners LLC
Deloitte & Touche LLP

Ernst & Young
Latham & Watkins LLP
Stretto
White & Case LLP

4. Contract Counter-Parties

2nd Market
Bank Hapoalim

Noet Aviv Ltd
Oobit Technologies Pte. Ltd

Bits of Gold LTD

Blockdaemon Inc.

Explorium Ltd.

Guberman Consulting

Hamilton's Reserve Inc.

Ibrahim, Daniel

IOTA Stiftung (IOTA Foundation)

Kirobo Ltd.

Maven Digital Ltd

Niki GA Management and Maintenance Ltd

Prosegur Custodia De Activos Digitales
S.L.U.

ProxiBit

Reblonde Public Relations

Simon, Elie

SolidBlock Inc

Tezos Foundation

Tromer, Eran

Vast Bank, National Association

ZoomInfo Technologies

5. Counsel to Former Executives

Cadwalader Wickersham & Taft

Paul Hastings LLP

6. Current and Recent Former Entities Affiliated with the Debtors

Celsius (AUS) Pty Ltd. (Australia)

Celsius EU UAB (Lithuania)

Celsius KeyFi LLC

Celsius Lending LLC

Celsius Management Corp.

Celsius Mining IL Ltd.

Celsius Mining LLC

Celsius Network (Gibraltar) Ltd.

Celsius Network Europe d.o.o. Beograd
(Serbia)

Celsius Network IL Ltd. – Bulgaria Branch

Celsius Network IL Ltd. (Israel)

Celsius Network Inc.

Celsius Network LLC

Celsius Network Ltd. (UK)

Celsius Networks Lending LLC

Celsius Operations LLC

Celsius Services CY Ltd. (Cyprus)

Celsius US Holding LLC

Celsius US LLC (Formerly Celsius Money)

GK8 Ltd (Israel)

GK8 UK Ltd.

GK8 USA LLC

KN Media Manager LLC

7. Directors/Officers

Albert, David

Alisie, Adrian

Ayalon, Amir

Ayalor, Amir

Barse, David

Barwick, Christy

Beaudry, Jeremie Robert

Bentov, Tal

Blonstein, Oren

Bodnar, Guillermo

Bolger, Rod

Carr, Alan Jeffrey

Cohen-Pavin, Roni

Goldstein, Nuke

Holert, Patrick

Kleiderman, Shiran

Konduru, Subramaniam Vijay

Lawlor, Quinn

Leon, S. Daniel

Mashinsky, Alex

Mayerfeld, Mark

Nadkarni, Tushar

Nathan, Gilbert

Ramos, Trunshedda W.

Sabo, Ron

Schreiber, Adam

Denizkurdu, Aslihan
Deutsch, Ron
Dubel, John Stephen
Fan, Jiayi “Jenny”
Ferraro, Chris

Shalem, Yaron
Sunada-Wong, Rodney
Tosi, Laurence Anthony
Van Etten, Frank

8. Equity Holders

Advanced Technology Fund XXI LLC
Altshuler Shaham Trusts Ltd.
Andersen Invest Luxembourg SA SPF
Artus Capital GmbH & Co. KGaA
Barrett, Craig
Barse, David
BNK to the Future
Bui, Dung
BullPerks (BVI) Corp.
Caceres, Juan Cruz
Caisse de dépôt et placement du Québec
Carter, William Douglas
CDP Investissements Inc.
Connolly, Thomas
Craig Barrett Andersen Invest Luxembourg
SA SPF
European Media Finance Ltd.
Fabric Ventures Group SARL
Gialamas, John
Gumi Cryptos Capital LLC
Heliad Equity Partners GmbH & Co. KGaA
Hoffman, David
Intership Ltd.

Isaias, Estefano
JR Investment Trust
Jubayli, Jad
Kazi, Ylan
Kordomenos, James
Lamesh, Lior
Mauldin, Alan L.
Mauldin, Michelle E.
Mowry, Michael
Pistey, Robert
Remen, Yaron
Shamai, Shahar
Tether International Ltd.
tokenus Investment AG
Tran, Anhminh

Treutler, Johannes
Walsh, Sandra Knuth
WestCap Celsius Co-Invest 2021 LLC
WestCap Group
WestCap SOF Celsius 2021 Aggregator L
WestCap SOF II IEQ 2021 Co-Invest LP

9. Fee Examiner and Professionals

Godfrey & Kahn, S.C.

Sontchi, Christopher S.

10. Institutional Customers

168 Trading Ltd.	Future Technology Investment Ltd.
Akuna Digital Assets LLC	Galaxy
Alameda Research Ltd.	Galaxy Digital LP
Amber - Maple	Gemini Trust Co. LLC
Amber Technologies Ltd.	Genesis Global Capital LLC
Anchorage Hold LLC	Grapefruit Trading LLC
Anchorage Lending CA LLC	GSR Markets Ltd.
Antalpha Technologies Ltd.	Harrison Opportunity III Inc.
AP Capital Absolute Return Fund	HAS Futures LLC
AP Capital Investment Ltd.	Hehmeyer LLC
Auros Tech Ltd.	Hehmeyer Trading AG
B2C2 Ltd.	Hirokado, Kohji
Babel Holding Ltd.	Hodlnaut Pte. Ltd.
B-Brick Inc.	HRTJ Ltd.
BCB Prime Services Ltd.	Intership Ltd.
BCRS2 LLC	Iterative OTC LLC
Belleway Ltd.	JKL Digital Capital Ltd.
BK Coin Capital LP	JSCT Hong Kong Ltd.
Blockchain Access UK Ltd.	JST Systems LLC
Blue Fire Capital Europe Cooperatief UA	Jump Trading LLC
CEX IO Ltd.	Keyrock SA
CMS Holdings LLC	Komaransky, Mike
Coinbase Credit	Kronos Holdings Ltd.
Core Scientific Inc.	LedgerPrime Digital Asset Opportunities
	Master Fund LP
Cumberland DRW LLC	Liquibit USD Market Neutral Arbitrage Fund
Dexterity Capital LLC	Liquidity Technologies Ltd.
Digital Asset Funds Management Pty. Ltd.	LUOJI2017 Ltd.
Digital Treasures Management Pte. Ltd.	Marquette Digital
Diversified Alpha SP	Matrix Port Technologies Ltd.
Druk Holding & Investments Ltd.	Memetic Capital LP
Dunamis Trading (Bahamas) Ltd.	Menai Markets Ltd.
Dunamis Trading III Ltd	Mountain Cloud Global Ltd.
DV Chain LLC	Nascent GP Inc.
Enigma Securities Ltd.	Nascent LP
Equities First Holdings LLC	New World Holdings SA
FalconX Ltd.	Nickel Digital Asset Fund SPC Digital Asset
	Arbitrage SPC Institutional
Fasanara Investments Master Fund	Nickel Digital Asset Master Fund SPC Digital
	Factors Fund SP
Flow Traders BV	Niederhoffer, Roy
Folkvang SRL	NYDIG Funding LLC
Fractal	Oiltrading.com Pte. Ltd.

Onchain Custodian Pte. Ltd.
Optimal Alpha Master Fund Ltd.
OSL SG Pte. Ltd.
Outremont Alpha Master Fund LP
Parallel Capital Management Ltd.
Pharos Fund BTC SP
Pharos Fund Eth SP
Pharos Fund SP
Pharos Fund SPC
Pharos USD Fund SP
Plutus21 Crypto Fund I LP
Point95 Global
Power Block Coin LLC
Prime Trust
Profluent Trading Inc.
Profluent Trading UK Ltd.
QCP Capital Pte Ltd.
Radkl LLC
Red River Digital Trading LLC
Reliz Ltd.
S&P Solutions Inc.
Script Asset Management AG
SEBA Bank AG

Siafu Capital
Simplex
Symbolic Capital Partners Ltd.
Tagomi Trading LLC
TDX SG Pte. Ltd.
Tether International Ltd.
Three Arrows Capital Ltd.
Tower BC Ltd.
Tower Research Capital
Transfero Brasil Pagamentos SA
Trigon Trading Pty. Ltd.
TrueFi
Trustoken Inc.
Ultimate Coin
Vexil Capital Ltd.
Waterloo Maple Inc.
Weave Markets LP
Wincent Investment Fund PCC Ltd.
Wintermute - Maple
Wintermute Trading Ltd.
Wyre Payments Inc.
ZeroCap Ltd.

11. Insurance

AmTrust Underwriters Inc.
ANV Insurance
Associated Industries Insurance Co. Inc.
Atlantic Insurance
Ayalon Insurance Co.
Crum & Forster Specialty Insurance Co.
Evertas Insurance Agency LLC
Falvey Insurance Group
Hudson Insurance Group
Indian Harbor Insurance Co.
Lloyd's of London

Markel Insurance
Marsh
Menora Mivtachim Group
Migdal Insurance Co.
Relm Insurance Ltd.
Republic Vanguard Insurance Co.
Sentinel Insurance Co.
StarStone Insurance
United States Fire Insurance Co.
USI Insurance Services, LLC
Zurich Insurance Group AG

12. Landlords

Algo Adtech Ltd.
Desks & More
Industrious LLC

New Spanish Ridge LLC
Regus
SJP Properties

13. Legal Matters & Litigants

Abuin, Juan Antonio Freires
Adamson, Cheyenne Joseph
Akshay, Nayak
Anusic, Tom
Argo Innovations Labs, Inc.
Asher, Rishi
Bao, Adelaide
Barnouin, Pierre
Beekman, Nathaniel J.
BitBoy Crypto
Bofur Capital
Carrara, Diana
Carroccio, Brian C.
Cerqueira, Uno Gomes
Chan, Peter Lm
Condit, Bradley
Constance-Churcher, Camilla
Davis, Bethany
Dierna, Lindi
Dukler, Avinoam Aharon
Dunn, Michael
Esazadeh, Morteza
Fern, Shen-Jay
Fisher, Mark

Flynn, Justin
Frishberg, Daniel
Gallas, Matthias
Gates, Christopher
Goines, Taylor
Grubbe, Jacob
Guild, Benjamin
Guo, Yi Meng
Ishii-Moy, Mai
Kash, Loreta
Katoski, Kristin Freires
Kiani, Saad
Kunderevych, Volodymyr
Langley, Ray M.
Lazar, Angello
Lazar, Valentin
Le, Adrea T.

Levy, Apple
Levy, Damon
Liquidity Technologies Ltd D/B/A Coinflex
Majumdar, Dwaipayan
Maki, Todd Federick
Mara, Erin Claire
Martin, Daniel
Maxfield, Jason Lee
Meng, Brian
Minnick, Justin
Mitton, Hugh
Mozjesik, Sarah
MS SD IRA LLC
Ney, Andrew
Nickels, Robert
Oren, Nazim
Pandya, Vishwaja
Park, Lisa Bokhee
Pedley, Christopher J
Pestrikov, Dmitri
Pharos Fund
Pikulenکو, Inna
Plutus21 Blockchain Opportunities Fund I
Plutus21 Blockchain Opportunities Fund I
L.P
Puccio, George W
Rebrook, Patrick
Shafir, Ziv
Simons, Scott
Singh, Amol Bikram
Sousa, Nelson Dos Santos De
Stanley, Chad
Symbolic Capital Partners Ltd.
Tiong, Susana Ying Hie
Vexil Capital Ltd.
Vizzutti, Nicholas Jeffrey
Weber, Brian
Wilson, Kanyla
Wohlman, Odette
Wright, Austin Lamar
Young, Christopher

14. Non-Bankruptcy Advisors and Ordinary Course Professionals

A. Georgiou & Co. LLC	Holley Nethercote Pty. Ltd.
Advokatu Kontora Sorainen IR Partneriai	Jackson Lewis PC
Buckley LLP	Matsumura, Miko
CMS Cameron McKenna Nabarro Olswang LLP	McCarthy Tetrault LLP
Conyers Dill & Pearman	Taylor Wessing LLP
Cryptos Capital	Uría Menéndez Abogados SLP
Finnegan Henderson Farabow Garrett & Dunner LLP	Wilson Sonsini Goodrich & Rosati PC

15. Notice of Appearance / Pro Hac Vice

Adrian Perez-Siam	Lisa T. Vickers
ArentFox Schiff LLP	Maine Office of Securities
Attorney For State Of Wisconsin Department Of Financial Institutions	Maurice Wutscher LLP
Berliner & Pilson, Esqs.	McCarter & English, LLP
Bernstein-Burkley P.C.	McDermott Will & Emery LLP
Blank Rome LLP	Meyer, Suozzi, English & Klein, P.C.
Brown & Connery, LLP	Michigan Department of Treasury
Buchalter, A Professional Corporation	Mintz & Gold, LLP
Clint Petty	Missouri Securities Division
Cred Inc. Liquidation Trust	MRK Spanish Ridge, LLC
Degirolamo, Anthony J.	National Association Of Attorneys General
Dickinson Wright PLLC	Nhat Van Meyer
Duane Morris LLP	Nol Myer
EMCO Technology	Norgaard O'Boyle & Hannon
Emil Pilacik, Jr.	North Dakota Securities Department
Eric Wohlwend	Office of the Attorney General of Texas
Federal Trade Commission	Office Of The Attorney General Of Washington
FisherBroyles, LLP	Peter Polombo
Fortis Law Partners	PREH Spanish Ridge, LLC
Great American Insurance Company	Pryor Cashman LLP
Hopkins & Carley	RH Montgomery Properties, Inc.
Hugh McCullough of Davis Wright Tremaine LLP	Ripple Labs Inc.
Jonathan Jerry Shroyer	Roche Freedman LLP, A Professional Corporation
Jones Day	SAP America, Inc.
Kyle Farmery	SAP National Security Services
Levin-Epstein & Associates, P.C.	Sills Cummis & Gross P.C.

State of Washington Department of
Employment Security
State of Washington Department of Labor &
Industries
State of Washington Department of Revenue
Steege, Catherine L.
Stuart P. Gelberg, Esq
Stuart P. Gelberg, Esq.
SULLIVAN & CROMWELL LLP

Texas Department of Banking
The Law Offices Of T. Scott Leo PC
Thomas Shannon, D.D.S., M.D.S
TN Attorney General's Office
TN Dept of Commerce and Insurance
Togut Segal & Segal LLP

16. Other Related Parties

Fujii, Akiko
Landes, Aliza

Mashinsky, Krissy
Mashinsky, Rena

17. Potential Bidding Party - (GK8)

[REDACTED]

[REDACTED]

18. Potential Bidding Party - DIP Financing

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. Potential Bidding Party - Parent & Asset Sales

[REDACTED]

[REDACTED]

20. Retail Customers

007 Capital LLC
A'Vard, Suzanne
Abdolsalehi, Alvand
Abeliuk, Eduardo
Abuvala, Ravi Ryan
Academic Health Research Group Inc
Adam, Alexander
Adams, Darryl Thomas
AK Solutions Inc
Al Khoori, Mohamed Yousif Ahmed H.
Alblooki, Noora

Alchemy Capital Group LLC
Alexander, Alena
Alfi, Eldad M
Ali, Khaleef
Ali, Yanush
Allen Davis, Otis
Allen-Narker, Rosalind
Alliance Service, Inc
Alshehhi, Ali
Alshehhi, Sultan

AltCoinTrader Pty Ltd.
Alven Jerome Kroot Agreement Of Trust
Dated July 16, 1990, As Amended,
AM Ventures Holding Inc.
Amaro, Johnny
Amm, Andreas
An Eye Toward Retirement LLC
Anand, Kamaljit
Andari Co. Ltd.
Andrews, Nik
Andrianakos, Fotis
Andrus, Brent W
Ankeney, John Charles
Aos Investments LLC
Araújo, João Pedro
Asaff, Glenn
Ashizaki, Yuki
August , Lucia Kim
Ayon, Brandon
Backhausen, Martin
Bae, Peter
Baer, Matthew David
Baggenstos, Thomas Stephan
Bailey, Christoher
Bailey, Jeremy Douglas
Baillie, Robert
Baker, Brian
Baker, Dominic John
Baker, William Harold
Baldwin, Kevin
Balter, Lon
Barrett, Bryan
Barrett, Craig R
Barry, Patrick
Bartholf, John David
Bartlett, Chris
Baslaib, Mohamed Ali Mohamed Naser
Baum, Joe
Bauman, Simon
Becin, Christopher Michael
Bedard, Craig
Beerda, Douwe
Bellotte, Brent

Benfanti, Michael Frederick
Bennett, Danyal

Benotsch, Alan
Berg, Henry Guyer
Bergman, Devon Aaron
Berrada, Amin
Bertsch, Kirk
Betancourt, Leopoldo
Beyer, Richard William
Bfaller Rd LLC
Bi, Mariam
Biig LLC
Biscontine, Stephen C
Bits of Sunshine LLC
BJ Investment Holdings LLC
Blackthorne, Jordan
Block, Michael Henry
Blum, Hugo
BNK to the Future
Bnktothefuture
Boari, Francesco
Bofilis, Dimosthenis
Bohnett, David Charles
Bolger, Marilyn
Bongiorno, John
Boroff, Dustin Charles
Bos, Stephen Richard
Boskovski, Nikola
Bosman, Andre
Botlani Esfahani, Rana
Bourell, Roy
Bowman, Eric Lee
Bradbury Jr, Josh Douglas
Braibant, Olivier
Brechtel, Marques
Bressler, David Jason
Bresson, Laurent
Brian T. Slater Revocable Living Trust
Brida, Anthony
Brigham, Gerrad William
Bright, Nicolas John

Broad Reach Consulting LLC
Brooks, Gary
Broytman, Meyer M
Bru Textiles NV
Brue, Chad
Brunner, Hannes Oskar
Bslater Ddo LLC
Bugeja, Paul
Buono, Ian
Burkgren, Eric Alan
Butendieck , Ronald
Butryn, David
Bveeder Rd LLC
Byrd, Jeffery L
Byrd, William Michael
Byrne , Michael S
Caceres, Santos
Cadwell, Charles
CAEN Group LLC, The
Caj Krogh Holding Aps
Campos, John Jr.
Cannon, Andrew
Caraballo, Christopher Richard
Carmonatoscano, Rafael
Carolyn Vincent Superannuation Fund
Carouille, Irénée
Carroz, Martial
Carter, Luke Armstrong
Carter, Micah
Carter, William
Cartmell, Brian
Casal, Gerardo De La Caridad
Castillo, Ryan
Cech, Seikan
Celeste, Beth
Cetin, Edward
Chambless, Jill
Champigny, Edward William
Chan, Channing
Chang, Christopher Bonyen
Chang, Kai
Chang, Rickie
Chen, Yihong

Chen, Yiyue
Cheng , Anthony
Cheng, Kwok Yuk
Chester Church Buckenmaier 3rd
Chetaud, Louis
Chetchotisak, Chot
Chi, Sang Keun
Chiapuris , Paul Neil
Chin, Jason
Chiu, James Lee
Chiu, Yee Lai
Choi, Linda Yi
Choi, Luke Kyung Goo
Christensen, Chad R
Christiansen, Robert Nathan
Chu, Cindy
Chu, Pui Sum
Chulamorkodt, Natakorn
Chung, Ting Kong Terence
Church, Legacy City
Chvalek, Jirka
Cipolloni, Mark J.
Claessens, Cris
Clark, Nicholas
Clark, Scott
Coache, Philippe
Cochran , Peter Mckinney
Coffey, Matthew
Cohen Pavon, Roni
Coin Meester B.V.
Coinmerce BV
Cole, John
Cole, Joshua
Coleman, Rasan A
Collins, Cade Alexander Walker
Collins, Nic
Conklin, Jennifer Walter
Conlin, Jon Collins
Connolly, Thomas Joseph
Cook, Daniel
Corp, Prasine
Corporation, Stelling
Costa, John

Côte, Damien
Courtney, Tod Andrew
Covario AG
Coward, Martin John
Cowen, Clint
Crab, Marijke
Cromack, Brendan
Crosby, Daniel Lee
Croucher, Paul
Cruz, Edmond Harada
Cruz, Joshua Boda
Crypto10 SP
Cumenal, Pierre
Cura, Nicolas
Curran, Ryan
CustÃ³dio, JoÃ£o
Dailey, Jonathan
Damp, Steven Charles
Dan, Claudia
Dan, Flaviu
Dancs, Douglas
Dang, Phuoc Trung
Danz, James William
Darby, Thomas
Darschewski , Kenneth Edward
Davey, Joseph
Davis, Otis
Davison , Daniel Carson
Decamp, Ryan Alan
Deferred 1031 Exchange LLC
Dekker, Barbara
Dekker, Carlos C.
Delargy, Colin C.
Deleon, Michael A
Demirtas, Ali
Deshotels, Kerry L
Dezfuli-Arjomandi, Arman Ahmad
DGL Investments LLC
Dhamani, Khairunnisa
Dhillon, Jagatjit
Dhiraj, Mandeep

Difiore , Thomas Albert
DiFiore ASA Irrevocable GST Trust
Difiore TSA Irrevocable GST Trust
Dipaolo, William Richard
Dixon, James
Dixon, Simon
Dobrajc, Rok
Donaldson, Troy
Donnelly, Stephen
Donofrio, John
Downing, Marcus
Downs, Bradley James
Drake, Cem Danial
Druk Project Fund
DSCA44 LLC
Duffy, Jamie
Dum, Joseph
Dunnett, Darren
Duprex, Jeffrey Paul
Dzaran, John Peter
Ecko, Marc
Edgar, David
Egnet, Eric
Eigenberg-Gordon, Marlee
El Achkar, David
Eller, Phillip Brian
Ellington, Brian
Elshafei, Ashraf
Elwell, Daniel Robert
Eng Chuan, Liew
Engelin, Peter
Eriks, Dennis
Etzold , Derrick Wayne
Fagan, Peter
Fang, Hsin Jan Sean
Farley, John U
Farnsworth, Darren Scott
Farpella, Kevin Ray
Farr, Nicholas
Fay, Christopher Derrick
Feintisch, Adam Michael

Fertik, Michael Benjamin Selkove
Finkle, James
Finley, Patrick Westall
Fisher, John
Fite, Jacob Benjamin
FL3XX Gmbh
Fletcher, Brett
Floatzen Doo
Ford, Robert
Forlini, Yoann
Four Thirteen LLC
Foy, Aixa
Frangioni, Pierre
Fraser , Daniel
Freedman, Paul
Fuller, Christopher Wayne
Futuris Capital Inc
Galindo, Cesar
Gallagher , Rebecca
Gallardo, Jorge
Gamez, Arturo Rafael
Garner, Phillip Wayne Jr
Gaston, Paul
Gatt, Raymond
Gauch, Roger
Gavrilovic, Nikola
Gayle, Patrick C
Genç, Raci
Geoghegan , Alexei
Gerbán, Dániel Jenó
Gettner , Mark
Ghiselli, Antonio
Gi, Richard
Giardiello, Bradley Edwin
Gibbs, Jack
Giese, Dale
Giese, Jeannette
Giesselman, Troy
Gilmer, George Hudson
Giorgianni, Massimo
Girod, John
Glensgard, Dan
Global Regency Limited

Goh, Jian Kai
Golcovs, Aleksandrs
Goldsmith, Mary E
Gollapudi, Shilpa Kamala
Gololicic, Gregor
Gonella, Damien
Gonzales, Carlos
Graham, Steven Neil
Gray, Jill Marie
Group, K1 Financial
GuljaÅ¡, JanoÅ¡
H Trussell Investments Pty. Ltd.
Haidukewych , George
Haijen, Peter
Hald, David Friis
Halikias, Thomas T.
Hamilton, John
Hamilton, Nathan
Hammell, Robert Howard
Hammond III, Edward Hopkins
Hanchett, Dolores
Hannagan, Cory
Hansen, Frederik
Hardy, Marie
Hargrove, Kathy
Haro Avila, Hector Manuel
Harper, Lisa
Harrell, Ashley Anne
Hart, Dan
Hartley, James
Hawley, John Follen
Hayes, Michael
Haynie, Robert
He, Yunzheng
Heads, Michael Anthony
Heavenly Scent Professionals LLC
Hecht, Amara
Hedin, Daniel
Helfrich, Charles
Hennuyer, Fabien
Heo, Jae Yong
Herring, Stephen Ashley
Hewes, Joshua

Hibbard, Dustin Kyle	Jacobs, Chloe Merithe
Hibbert, Adrian	Jahizi, Oliver
Hilson, James Wayne	Jansen, Bob
Ho, Quoc Tri	Jellestad Capital S.A. SPF
Hoan, Ly	Jensen, Joseph
Hoefflin, Jeffrey David	Jimenez, Alex Rene
Hoermann, Stefan	Jimenez, Gustavo Alberto
Hoffmann, David	John Dzarán 401K Trust
Hofland, Gerhard	Jonas, Leah Nicole
Hofstede, Jerry	Jones, Beverly
Hogan, Andrew	Jones, Diann
Hollingshead, Thomas Leon	Jones, Holly
Holmes, Lewis Robert	Jones, Matthew Ernest
Holmström, Christel	Jones, Roger Lee
Holt, Jonathon James	Jordan, Daniel T
Holt, Travon	Joseph, Sebastian
Holzhauer, Kyle Michael	Jue, Tyrone Todd
HOME 007 LLC	Juiris, Peter Casimir
Horejsi, Adam	Juneau, Michael William
Hoskyn, John Mark	Kalynovskyi, Dmytro
Hou, Chengyu	Kan, Ivan
House, Emanuel	Kaneseeki, Akiko
Hsu, Roger	Kanngieäyer, Stefan
Huang, Chun	Kansomdee, Pronthip
Huang, Cuihua	Kap, Ethan Garet
Huang, Gavryelle Xingbe	Katehis, Konstantinos
Huang, Tak	Kauff, Steven Howard
Huang, Xue Wen	Kazius, Ronald
Hughes, Gary	KCA Holdings, LP
Hughes, Stephen	Keasey, Anne
Hulst, Petrus Adrianus Maria	Kedzior, Martin Enrico
Humphreys, Steven C.	Keiser, Marc Vito
Hunt, Bryan J.	Kelly, James Patrick
Huo, Lan	Kelly, Sean
Hwang, Kevin	Kendrix, Adam
ICB Solutions	Kevin Batteh Trust, The
Imokawa, Stuart	Khare, Rahul Kumar
Imtiaz , Lubna	Khattiya, Lany
InfoObjects Inc.	KHK Investments LP
Invictus Capital Financial Technologies SPC	Khoo, Denis
Isaias, Estefano Emilio	Kikko, John
Izzo, Daniele	Kilpatrick, Keith H
Jackson III, Clifton Edward	Kim , Eliot

Kim, Jay	Lee, Edmund Wangkai
Kim, Miae	Lee, Eunice Jungmin
Kim, Peter	Lee, Keagan Hyunchul
Kim, Sungyoun	Lee, Yih Neng
King, Christopher Scott	Lee, Yun Chin
Kingsford, Todd	Lehrfeld, Joseph S.
Kirsanov, Dimitry	Leister, Thomas A
Kjellin, Erik	Leon, Shlomi
Koala 1 LLC	Lévy, Nicolas
KOALA 2 LLC	Lewis Davies, Ryan Wynn
KOALA3 LLC	Lewis, Howard
Kochalka, James	Li, Yifan
Kogan, Dmitriy	Liao, Guoping
Kohan, Emil James	Libertad Group LLC
Kohji, Hirokado	Liljenquist, Brandon
Kohn, Lawrence H	Lim, Jane
Komarovskiy, Valentin	Lim, Jong
Kompaso Pty Ltd	Lin, David
Kordomenos, James Nick	Linevskiy, Anton
Kouzbari, Muneer	Linkhorst, Martin
Koyama, Osamu	Linton , Robert Brian
Kpham Rd LLC	Liu, Clark Haito
Krampf, Oleg	Liu, Juqiang
Krener, Olivier	Liu, Nanxi Nanqian
Krienke, Gerri	Llewellyn, Isaac
Kryuchkov, Ivan	Loh, Yuen Heng
Ku, Yuehsu	Lohmann, Michael Andrew
Kuijper, Ronald	Low, Ban Chai
Kuipers, Jonathan Andrew	Lucraft, Peter
Kumar, Tarun	Ludwig, Gerald
Kutty, Madhu Kumaran	Luk, Yoshihiro
Labenek, Andrew	Luo, Edward
Lablanc , Brian	Luo, Jin
Lacey, Peter	Luo, Robert
Lai, Christopher	Luo, Xiangdong
Lakeside Oral & Facial Surgery Institute, LLC	Ly., Eric
Lamplough, Howard	Lylloff, Sander
Landskov, Gregg Raymond	Lynce, Gary Joseph
Langslet, Robert	M4-Tse Inc
Laski, Ludwik	Macaluso , Sean A
Laubjerg, Asker	Mackler , Bradley

Mahehsvari, Bhavna
Maheshwari, Pawan Kumar
Mahoney, Justin Michael
Main, Geoffrey
Mak, Edwin
Mandap, Stephen
Manea, Mircea
Mann, Jeffrey Brent
Manzke, Holger
Marchioni, John P.
Marciniec, Andrzej
Marina Point Investments LLC
Marinho, Frédérick
Market, Sheeld
Marlow, Daniel C
Marroquin , Eric
Martin, Jesse
Martin, Patrick
Martin, Patrick Victor Josef
Martinez, Lucas
Mason, Jeremy
Mastrokoukos, George
Mastropieri, Bengi
Mathews, William
Matsumoto, Reid
Matsumura, Fumihiko
Matthews, Andrew
Matthews, Lee
Mattina, Christopher W.
Maya, Rafael
McCarty, John Edward
McClintock, Michael
McCollor, John
McCommons , Jeremiah Curtis
McDaniel, Paul
McDonald, Pat
McElveen, Michael
McFarland, Heidi
McGarry, Brian Thomas
McGurk, Jamie
McIntyre, Deverick
McKenney, Scott Herbert
McKeon, Brian Joseph

McLean, Stuart
McMullen, Brian
McNeil, James W.
McNeil, Laura Faller
Medeiros, Pablo
Meehan, Kristine M.
Mellein, John Gabriel
Mellema, Kamiel
Mendes De Carvalho, Junior Joao
Mercola, Joseph Michael
Mercuri, Tom
Meridian Crypto Trust
Messall, Patrick
Meyer, Marvin
Mghari, Rachid
MHT Super Pty. Ltd.
Michaels, Alexander
Mick, Christopher
Milbert, Chris
Mildbrandt, Mark
Miller, Samuel Garfield, Jr.
Mindell, David Paul
Miroshnyk, Valentyn
Mirpuri , Dinesh
Misra, Upmanyu
Mohan, Arun
Mohr, Lance Randall
Molly Spendthrift Trust
Montford, Harold Kevin
Moon, Wang Sik
Moore, Daniel
Moran, Jeffrey
Moser, Christopher M.
Most, Robert
Moure, Brian Campbell
Moutawakkil, Khalil
Mowry, Michael Shane
Mr. Lock Inc
MSL Family Trust, The
Mukhtar, Saeed
Munro, Ian
Murphy, Thomas Patrick, Jr.
Muschinski , Eric

Musumeci, Antonio
MWR Investments Ltd
Narang, Shantanu
Narayanan, Swathi Lakshmi Tirupattur
Neiman, Gary
Neiman, Jason
Neptune Digital Asset
Nervo, Miriam
Neste, Bradley
Ngo, David
Nguyen, Nam
Nguyen, Phuc
Nguyen, Phuong
Nicol, Ronald
Novatzky, Benjamin D
Nung, Warren
Ochisor, Nicolae
Odonoghue, Kieran Terence
Ogletree, Brian
Olumide, Adedayo
Orsinger, Drew Francis
Ortega Arteaga , Daniel
Ortiz, George Emmanuel J
Osborn, Janine
Oso, Kay
Ostrye, Nate

Otero Vila, Juan
Ou, Amon
Owen, Jason Bruce
Owens, Shane
Padalytsya, Daryna
Pae, Mitchell Chon
Pagnanelli, Christopher Joseph
Pagnanelli, Victor Carl
Paholak , Thomas Daniel
Pajeda, Nerijus
Pak, Juno Kol
Palm, Travis John
Palmero, Claude
Papadakis, Elizabeth
Papadakis, Georgios
Pappas, Alex

Pappas, Eugenia
Paraboschi, Gabriele
Paris Castle IV LLC
Park, Seong
Parsons, Aron William
Patel, Mitesh
Patel, Shilla Natvarbhai
Patel, Shital Kantilal
Patil, Abhitabh Aneel
Pearlman, Leah
Pearson, Andrew John
Perez, Julio
Perry, Brett Alan
Peterson, Stephen Paul
Pham, Khai Trinh
Pham, Sophia
Phan, Long
Phonamenon Management Group LLC
Picinic, Nicholas
Pick, Thomas
Pierce, James
Pierson, Justin T.
Pinto, Matthew
Pitta, Celso
Piura, Luis
Plutus21 Blockchain Opportunities I, SP of
Plutus21 Global, SPC
Plutus21 Blockchain Opportunities II SP
Plutus21 Blockchain Yield I SP
Point LLC
Pomeranz, Alex Aaron
Pototschnik, Andrew Alexander
Potts, Shaun
Prabhu, Chetan
Pratt, Folarin
Premoli, Alessandro
Profax Super Pty Ltd
Pronker, Anna
Pundisto, Lalana
Pusnei, Alexandru
Quick, Tyson Lynn
Quinlan, Thomas
Quinn, Christopher Michael

Qureshi, Ashar
Radeckas, Domantas
Rainthorpe, Robert
Raj, Rafael
Rakim, Kenneth
Ramsey, Roy
Ranchod , Pravin
Randel Brown Crypto Ventures, LLC
Rasmussen, Adam
Rathna Yake, Samira Sandaruwan
Reid, Robert W
Reiss, Andrew Wesley
Reitz, Spencer McDowell
Reph, Ryan Don
RHMP Properties Inc.
Rianova Limited
Richardson, Eric
Rieu, Guillem
Ritholz, Susan K
Ritter, Dale
Ritter, David
Ritter, Linda J.
Ritter, Paul
Robert, Alexander
Robert, Joseph Murdoch
Robinson, Andrew Douglas
Rodman, Kaori
Rojas, Roberto R
Roness, Philip Andrew
Ronning, Donald
Rooney, Alan
Rooney, Derek
Roos, Evert Christian
Rueca, Jaydee Crissare Racho
Rusanescu, Vlad
Russell, Jr, Frank Charles
Ruszkay, Andrew Conard
Ryan, Robert
S V Kandiah, Sivam
Sabariaga, Jethro
Sabba, Isaac
Saker, Douglas

Salera, Manuel
Samaha, Georges Farah
Samian, Mohammed
Sandrana, Naidu Appalaswamy
Sarwar, Shahzad
Savich, Tatjana Tina
Sayer, Carey
Scalar Investments Corp.
Schallmann, Justin
Schardt, Natalie
Schauder, Marco
Schenk, Rolf
Schile, Clay Jeremiah
Schmid, Alan
Schramm, Ryan Kristian
Schroeder, Jesse
Seldes, Richard
Seneca, Michael James
Sepp, Todd Edward
Sese LLC
Sevastopoulos, Haralambous
Sevastopoulos, Konstantinos
Shar, Stephen Phillip
Sheehan, Todd Michael
Shekhter , Dina
Shepherd, Lloyd Thomas
Shriver, Damien Jay
Sidibe, Aissata
Sigle, Manfred
Simard, René-Marc
Simonsen, Robert
Simov, Svetoslav
Singh, Balbahadur
Sirjoo, Jitindra Wayne
Siwik, Robert
Skrocki , James A
Slater, Brian Thomas
Slater, Glen Brian
Sleeper Hill Investments LLC
Sleeper, Richard Daniel
Sleeping1 LLC
Smith, Bob

Smith, Daniel W
Smith, David Silva
Smith, Nelson Courtney
Smith, Ralph
Snowman, Michael J
Solyom, Andrew
Sommer, Michael
Sondhi, Tarun
Souders, Jack Traves
Soulter, Matthew Frost
Southgate Superannuation Pty Ltd
Spain, Betty J
Spain, Court W
Speterson Rd LLC
Spriggs, Leeton

Sprinkle, David
Srisaikham, Palita
Stapleton, Paul
Stefanski, John
Steger, Reinhold
Stein, Jason
Steinberg, Michael
Steinborn, Steven Harold
Stephenson , Cecil
Stevens, Ashleigh
Stevens, Daron Robert
Stevenson, Nicholas
Stewart, Russell Garth
Stjohn, Sean
Stock , Jr., Darrell Lee
Stolle, Diane
Stringer, Douglas Ross
Strobilus LLC
Sublett, Sandra
Suckno, Keith Michael
Summers, Adam Neal
Sun, Siqui
Suskind, Joseph
Sutedjo, Juwono
Sutfin, Miller
Sutton, Richard
Sutton, Sebastian

Sweeney, David
Swyftx Pty. Ltd.
Sypniewski, Christian
Taibi, Charlie
Tall Tree Consulting LLC
Tan, Richard
Tan, Yan
Tanaka, Colleen Takeko
Tanner, Delbert Hodges
Tap Root LP
Thayer, Craig William
The Anna Pistey Family Trust
The KNL Family Trust
Thomann , Michael John
Thomas DiFiore Childrens GST Investment
Irrevocable Trust
Thomas, Michael Anthony
Thornton, William Arthur
Tincher, Steven Jess
Tobias, Scott Jeffrey
Trahan, Ryan Michael
Tran, Anhminh Le
Transparencys LLC
Trebtow, Jens
Tremann, Christopher Ernest
Trucksess, Cory
Trundy, Cory Lane
Truschel, Sante Kundermawan Arien
Tsai, Jonathan P
Tsang, Kwan Ming
Tsang, Wai Nam
Tsonis , Con
Tuganov, Ignat
Turpin, James Phillip
Turtle, Ryan Michael
Tychalski, George
Tyler, Craig Edward
Ubuntu Love Pty. Ltd.
Ughetta, Mark Richard
Ulrey, Renard
Untermeyer, Ricky
Uppheim, Kristoffer
Urata-Thompson, Harumi

Ustymenko, Vadym
Valdes , Stephen
Valenzuela, Daniel Anthony
Valkenberg, Renaud
Van De Weerd, Eugene
Van, Loc Truyen
Vance, Shawn Dylan
Vanhoose , Derek Paul
Vault12, Inc
Vegancuts Inc.
Vendrow, Vlad
Venema, Wim
Verheyen, Kenneth
Vetsch, Richard
Vidmar, Ziga
Villinger, Christopher
Vincent, Carolyn Margaret
Vivar, Emmanuel
Vivas, Rafael
Vozzo, Mark Joseph
Wade, Ryan Kenneth
Wagner, Thomas Nichols
Walbeer Singh, Balwinder Singh
Walcott, Robert
Walker, Raphael
Walkey, Thomas
Wang, Feiting
Wang, Yidi
Wangler, Mason Christian
Watkins, Matthew
Wątor, Wojciech
Weimert, Bradley Thomas
Weiss, Allen Robert
Weiss, Christoph
Welby, Caitlin
Wells, Jason
Wendling, Vincent
West, Darren
Westhof, Tonia
Wexler, Kevin Jay
Wheeless, Daniel
White, Brendan Battaglia
White, David

Whittlinger, Ryan
Wielzen, Fons
Wierman, Duncan Craig
Wierzbowski, Radoslaw Lech
Wilcox, Waylon J.
Williams, Brendan
Williams, Charles
Williams, Charles W.
Williams, Paul
Williams, Robert, II
Williamson, Hiram
Wiseman, Timothy
Witkin, Daniel
Wolf, Cody Lee
Wolstenholme, MacGregor
Woltzenlogel Paleo, Bruno
Wong, Eric Flores
Wong, Jason
Woo, Ken
Woodward, Laurie
Woolsey, Jonathan
Wright, Christopher
Wright, Timothy
Wu, Xinhan
Xiao, Ling
Yang, Yen-Huoy
Yao, Mark
Yarwood, Darren G
Yates-Walker, Josh Oisin
Yeung, Tak H.
Yoon , Tera Sahyun
Yoon, Andrew
Young, John Martin
Young, Rudolph Paul
Young, Timothy Shannon
Younts, David
Yu, Byung Deok
Yu, Jenny
Zaharieva, Katerina
Zahra, Carmelo
Zarchi, Meir
Zhang, Kevin
Zhang, Qinghua

Zhang, Xi
Zhao, Tianqi
Zhong, Jimmy
Zhou, William
Ziglu Ltd.

Zijlstra, Fayce
Zimmermann, Oliver
Zipmex Asia Pte. Ltd.
Zwick, Matthew James
Zygas, Viktoras

21. Taxing Authority/Governmental/Regulatory Agencies

Alabama, State of, Securities Commission
Alaska Division of Banking & Securities

Arkansas Securities Department
Autorite Des Marches Financiers (AMF) -
Canadian Securities Administrators
California Department of Financial
Protection and Innovation
Commodity Futures Trading Commission
Commonwealth of Massachusetts Office of
The Attorney General
Commonwealth of Massachusetts Securities
Division
District of Columbia Department of
Insurance, Securities and Banking
Financial and Consumer Affairs Authority

Financial Conduct Authority

Georgia Office of Secretary of State
Securities & Charities Division
Gibraltar Financial Services Commission

Hawaii Department of Commerce and
Consumer Affairs
Illinois Securities Department

Kentucky, Commonwealth of, Department
of Financial Institutions
Minnesota Attorney General Office
Minnesota Department of Commerce

Mississippi Secretary of State Office

New Hampshire Bureau of Securities
Regulation
New Jersey Office of The Attorney General

New Jersey, State of, Bureau of Securities
North Carolina Department of The Secretary of
State
Office of The Attorney General of Missouri

Office of The Montana State Auditor

Office The Attorney General of West Virginia
Pennsylvania Bureau of Securities Compliance
and Examinations
Pennsylvania Department of Banking and
Securities
South Carolina Office of The Attorney General

South Dakota Division of Insurance Securities
Regulation
State of California Department of Justice Public
Inquiry Unit
State of Idaho Department of Finance

State of New York Office of The Attorney
General, Division of Economic Justice
State of Oklahoma Department of Securities

Tennessee Department of Commerce and
Insurance Financial Services Investigation Unit
Texas, State of, Securities Board

The Ontario Securities Commission (The OSC)
United States, Government of the, Department
of Justice
United States, Government of the, Securities &
Exchange Commission
Washington, State of, Division of Securities

22. Top 50 Unsecured Creditors

Alameda Research Ltd.	Murphy, Thomas Patrick, Jr.
AltCoinTrader Pty. Ltd.	Park, Seong
B2C2 Ltd.	Perry, Brett Alan
Baker, Dominic John	Peterson, Stephen Paul
CAEN Group LLC, The	Pharos Fund SP
Chang, Rickie	Pharos USD Fund SP
Covario AG	Raj, Rafael
Crypto10 SP - Segregated Portfolio of	Saenz, Jesus Armando
Invictus Capital Financial Technologies SPC	
Danz, James William	Singh, Balbahadur
Deferred 1031 Exchange LLC	Stewart, Russell Garth
Dekker, Carlos C.	Strobilus LLC
Dentzel, Zaryn	Taiaroa, Keri David
DiFiore, Thomas Albert	Tan, Richard
Dixon, Simon	Tan, Yan
Downs, Bradley James	Trussell, Mark
Farr, Nicholas	Tychalski, George
Feintisch, Adam Michael	Van, Loc Truyen
Fite, Jacob Benjamin	Villinger, Christopher
ICB Solutions	Vincent, Carolyn Margaret
Invictus Capital Financial Technologies SPC	Wexler, Kevin Jay
Jeffries, David	Wilcox, Waylon J.
Kibler-Melby, Cort	Wolstenholme, MacGregor
Kieser, Gregory Allen	Wright, Christopher
Kohji, Hirokado	Yates-Walker, Josh Oisin
Lylloff, Sander	Yoon, Andrew
McClintock, Michael	Ziglu Ltd
McMullen, Brian	

23. U.S. Trustee Personnel, Judges, and Court Contacts for the Southern District of New York

Abriano, Victor	Drain, Robert D.
Allen, Joseph	Gannone, James
Anderson, Deanna	Garrity, James L., Jr.
Arbeit, Susan	Glenn, Martin
Barajas, Andres	Harrington, William K.
Beckerman, Lisa G.	Higgins, Benjamin J.
Black, Christine	Higgins, David S.
Bruh, Mark	Jones, David S.
Chapman, Shelley C.	Joseph, Nadkarni
Cornell, Shara	Lane, Sean H.

Leonhard, Alicia
Mastando III, John P.
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morris, Cecelia G.
Morrissey, Richard C.
Ogunleye, Alaba
Penpraze, Lisa
Riffkin, Linda A.
Rodriguez, Ilusion
Schmitt, Kathleen
Schwartz, Andrea B.

Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Slemmer, Daniel
Tiantian, Tara
Van Baalen, Guy A.
Velez-Rivera, Andy
Vescovacci, Madeleine
Wells, Annie
Wiles, Michael E.
Ziesing, "Frances" Annie
Zipes, Greg M.

24. UCC Members

Andrew Yoon
Coco, Christopher
Keith Noyes
Robinson, Mark

Scott Duffy
Thomas DiFiore
Warren, Caroline

25. UCC Professionals

Elementus
Kroll Restructuring Administration LLC

M-III Partners, LLC
Perella Weinberg Partners

26. Utilities

AT&T Inc.
Comcast Corp.

Cox Business Services LLC
EE Ltd.
Giffgaff Ltd.
Google Fiber Inc.

Hypercore Networks Inc.
Lightpath Fiber Enterprise Business Unit of
Altice USA Inc.
Lumen Technologies Inc.
RingCentral Inc.
Spectrum Enterprises Inc.
Verizon Wireless Telecom Inc.

27. Vendors

1-800 Flowers.com Inc.
1-800-GOT-JUNK? LLC
192 Business Experian
192 Business Ltd.
221B Partners
3 Verulam Buildings Barristers
4imprint Group plc
9Beach Latin American Restaurant LLC

A. Georgiou & Co. LLC
A1 Express Ltd.
A23 Boutique Hotel
A24 Ltd.
A2E
Abacus
Abacus Labs Inc.
ABF Freight System Inc.

Accretive Capital LLC
Acrion Group Inc.
Ada Support Inc.
Adams, Jeffrey
Adobe Inc.
ADTRAV Corp.
Advogados, Almeida
Agile Freaks SRL-D
AgileEngine LLC
AGS Exposition Services Inc.
Ahrefs Pte. Ltd.
Ai Fiori
Ainsworth Inc.
Air Essentials Inc.
Air France-KLM SA
Air Serbia
Airspeed18 Ltd.
Akerman LLP
Akin Gump Strauss Hauer & Feld LLP
Alaric Flower Design
Alaska Air Group Inc.
Alba Invest Doo
ALCHEMIQ Catering
Alex Fasulo LLC
Algo Adtech Ltd.
AlgoExpert
Alitalia Compagnia Aerea Italiana SpA
AlixPartners LLP
Allianz Global Assistance SAS
Aloft Hotel Management Inc.
ALPHA Events Ltd.
AlphaGraphics Inc.
Amazon.com Inc.
American Airlines Group Inc.
American Family Connect Property &
Casualty Insurance Co
American Lock & Key Inc.
Amon Card Ltd.
Amon OU
Amplify Ltd.
Amsalem Tours & Travel Ltd.
Andersen LLP
Andreou, Foteini
Any.Do Ltd.

Appbot
Apple Search Ads
Apple Search Advertisements
Apple Store
AppsFlyer Inc.
Aqua Kyoto Ltd.
Arce, John
Arlo SoHo Hotel
Arocon Consulting LLC
ArtDesigna
Ashby & Geddes
Aston Limo Service
AT&T Inc.
Athlonutrition S.S
Atlassian Corp. plc
Atom Exterminators Ltd.
Auger, Matthew
August LLC
Auth0 Inc.
AutomationEdge Technologies Inc.
Avaya Inc.
AVL Services LLC
Avraham, Daniel
Azmi & Associates
B&C Camera
B&H Foto & Electronic Corp.
BambooHR LLC
Bamboozle Café
BCAS Malta Ltd.
BCL Search Inc.
Becerril, Jose Maria Caballero
Begg, Yusuf
Bellwood Global Transportation
Benjamin, The
Best Buy Co. Inc.

Best Name Badges
Big Cartel LLC
Bill.com Holdings Inc.
BIND Infosec Ltd.
Bionic Electronics HT Ltd.
BirchamsArt
BitBoy Crypto
Bitfinex

Bitfly Ltd.
Bitfo Inc.
BitGo Inc.
Bitmain Technologies Ltd.

Bittrex Global GmbH
Bitwave
Blacklane GmbH
Blackpeak Inc.
Blake & Co.
Block Solutions Sdn Bhd
Blockchair Ltd.
Blockdaemon Ltd.
BlockWorks Group LLC
Bloomberg Finance LP
Bloomberg Industry Group
Blue Edge Bulgaria EOOD
Blue Moon Consultants International Ltd.
Blue Rock Search LLC
BlueVoyant Israel Ltd.
Board Game Designs
Bob Group Ltd.
Bolt Food
Bookyourcovidtest.com
Boston Coach Corp.
Bowell, Reuben
Bradley, Marc
Braun, David
Brave Software International
Brazen Head Irish Pub
Brendan Gunn Consulting Group
British Airways plc
Brooklyn's Down South
Brown, Charlotte
Brown, Oliver John
BrowserStack Inc.
BTC 2022 Conference
BTC Media LLC
Budget Rent A Car Ltd.
Bulwerks LLC
Bulwerks Security
Burns, Matthew
Bustos, Victor Pla
Buzzsprout

C Street Advisory Group
Cablevision Lightpath LLC
Calendly LLC
California, State of, Department of Financial
Protection and Innovation
Callaghan, Simon
CAN Mouzouras Electrical Contractors
Canva Inc.
Caola Co. Inc.
Capitol Hill Hotel
Caplinked Inc.
Carey Executive Transport
Carithers Flowers
Carmo Cos.
Carta Inc.
Caspian Holdings Ltd.
Castillo, Diana
CAYO Rafał Molak
CDPQ US Inc.
CDW Corp.
Chain of Events SAS
Chainalysis Inc.
Chamber of Digital Commerce, The
Chan, Kalvin
Chang, Yung-Tang
Charalambous, Alexia
Charmant, Audrey
Chick-fil-A Inc.
Chief
Ching, Lam Wai
Christodoulou, Antonis
Christodoulou, Christodoulos
Christou, Renos
Ciochina, Ionut Lucian
Cision US Inc.
CitizenM Operations Holding BV
Cleverbridge AG
Click and Play - Conteudos Digitais Lda
ClubCorp Holdings Inc.
CMS CMNO LLP
CoderPad Inc.
Coffee Distributing Corp.
Cogency Global Inc.
CoinDesk Inc.

Coinfirm Ltd.
Coinlend GmbH
CoinMarketCap OpCo LLC
CoinRoutes Inc.
Coleman, Bradley K
College Investor LLC, The
Comcast Corp.
Compliance Risk Concepts LLC
Concorde Hotel Ltd., The
Consensus Sales Inc.
ConsenSys AG
Constantinou, Elpida
Consumer Technology Association
Contentful Inc.
Cooper Global Ltd.
Coppell FC
Core Club, The
Core Scientific Inc.
Corsair Gaming Inc.
Costco Wholesale Corp.
Costica, Tudor
Coursera Inc.
Cox Business Services LLC
Creative Video Productions Ltd.
Creditor Group Corp.
Creel, Garcia-Cuellar, Aiza y Enriquez SC
Crelin Peck Consulting LLC
CRP Security Systems Ltd.
Crypto Fiend
Crypto Love
CryptoDailyYT Ltd.
CryptoRecruit Pty. Ltd.
CryptoWendyO
CSC
CT Corp.
C-Tech Constandinos Telecommunication
Ltd. Co.
Cucio Guisordi, Andreia
Curb Mobility LLC
CVS Pharmacy Inc.
Cyesec Ltd.
CYTA Ltd.
D'Albert, Matthew
Dalvey & Co.

Dan Hotels Ltd.
Daniel J. Edelman Inc.
Data Dash Inc.
Data4U Ltd.
Datapoint Surveying & Mapping
David Meltzer Enterprises
David Rabbi Law Firm
Dawson, Meryl
DBeaver
Dealex Moving LLC
Dearson Levi & Pantz PLLC
Debak, Antun
Decentral Media Inc.
DeepL SE
Del Friscos Grille
Delaware, State of Division of Corporations
Dell
Deloitte Tax LLP
Delta Air Lines Inc.
Demetriou, Adonis
Derriere's Gentleman's Club
Desk doo
Dezenhall Resources Ltd.
DHL
Dias, Eric
Digital Asset News LLC
Dinwiddie, Spencer
Diplomat Resort, The
DNSFilter Inc.
Do Not Sit On The Furniture
Docker Inc.
DoiT International
DoiT International UK & I Ltd.
DoorDash Inc.
Dow Jones & Co. Inc.
Dragos DLT Consulting Ltd.

DRB Hosting Ltd. (Deribit)
Dream Hotels
Dreifuss, Itai
Dreyfus, Fernando
Dribbble Holdings Ltd.
DSV AS
Dune Analytics AS

Dynasty Partners Ltd.
E.R. Bradleys Saloon
Eagle County Regional Airport
Ecrime Management Strategies Inc.
Eddison, Mark
Edgewater Advisory LLC
EE Ltd.
Eede, Jelle Van den
Egon Zehnder International Inc.

El Al Israel Airlines Ltd.
Elements Massage Ltd.
Elite Marketing Group LLC
Elmwood Design Ltd.
Emanuel Clodeanu Consultancy SRL
Embassy Suites Hotels
Emirates Group, The
Emmanuel, Alaina
Enginuity on Call
EnjoyMaloy Trade Party
Enkur, Gokhan
Enlightium Ltd.
ENSafrica
Enterprise Digital Resources Ltd.
Enterprise Rent-A-Car Co. Inc.
Epitome Capital Management Pty. Ltd.
Espinhal, Luis Filipe
Estate of Edward W. Price, Jr.
Estiatorio, Avra Madison
Etsy Inc.
Evaggelou, George
Eversheds Sutherland
EXDO Events Center
Expedia Group Inc.
Expo Group Inc, The
Exquisite Sounds Entertainment
EY
ezCater Inc.
Facebook
Fairmont Austin Lodging
FalbaSoft Cezary Falba
Falkensteiner Hotels & Residences
Fatal Ltd.
FatCat Coders

Fattal Hotels Ltd.
FedEx Corp.
Female Quotient LLC, The
Fibermode Ltd.
Filmsupply LLC
Financial Times Group Ltd.
FiNext Conference
FingerprintJS Inc.
Finnegan Henderson Farabow Garrett Dunner
LLP
Fintech, Lendit
First Class Vending Inc.
Fixer.io
Flixel Inc.
Flonights Ltd.
Florist, Lovin
Flowroute LLC
FluXPO Media
Flyday Consultancy
Forkast Ltd.
Forter Inc.
Fotis Skempes
Frame.io Inc.
Frangeskidou, Angela
Frediani, Jeremy
Freeman
Fromday-One BV
Frontend Masters
FSCom Ltd.
Fusion Bowls

G&TP Sweden AB
Gabriel, Lilly
Gandi SAS
Garcia, Adria
Garcia, Migdalia
Gartner Inc.
GEA Ltd.
Gecko Labs Pte. Ltd.
Gecko Technology Partners Ltd.
GEM
Georgios, Retoudis
Gett Inc.
Giftagram USA Inc.
Gila Dishy Life Coach LLC
Gilbert + Tobin
GitBook SAS
GitHub Inc.
GitKraken
GK8 Ltd.
Glovo
Glushon, Jason
GoDaddy.com
Gogo Air International SARL
Goin' Postal
Goodstein, Nicole
Google Ads
Google Cloud
Google Fi
Google Fiber
Google LLC
Google Play
Google Workspace
GoToAssist
Graham, Wendy
Grammarly Inc.
GreyScaleGorilla
Grit Daily News
Grozdanic, Jovana
GrubHub Inc.
Grunsfeld, Gerry
Guarano, Gabriele
Guarascia, Ryan
GuardianArc International LLC

H2Prod
Hadjipanayi, Christina
Halborn Inc.
Hampton Inn
HanaHaus
Handel Group LLC
Harris-Harris Group LLC, The
Haruko Ltd.
Hattricks Tavern
Hausmann, Christiaan
Headway Workforce Solutions Inc.
Healthy Horizons Ltd.
Heathrow Express Operating Co. Ltd.
Hedgeguard
HeleCloud Ltd.
HelpSystems LLC
Henriksen-Butler Nevada LLC
Hertz Corp., The
Herzog Fox & Neeman
Highlight Films Ltd.
Hilton Worldwide Holdings Inc.
HireRight LLC
HMRC Shipley
Hobson, James Jonathan
Holland & Knight LLP
Home Depot Inc., The
Hootsuite Inc.
Horasis
Hotel Da Baixa Prata Lda.
Hotel Majestic
Hotel Midtown Atlanta
Hotels.com
Hudson Standard, The
Hyatt Hotels Corp.
Hysolate Ltd.
I.A.M.L Ltd.
Ideal Communications Inc.
Idemia Group SAS
Ignatiades, George
Iliescu, Alexandru
Illumiti Corp.
Incorporating Services Ltd.
Indian Eagle

Information, The	Kazaka, Krista
Infura Inc.	Keeper Security
InGenie Ltd.	Kenetic Trading Ltd.
Innovatica LLC	Kerr, Bryan
Inside.com Inc.	Kerry Hotel HongKong
Insider Inc.	KeyFi Inc.
Insperity Inc.	Kforce Inc.
Instacart	Kif, Evgeni
Integrated Security & Communications Inc.	Killian Firm PC, The
Intelligo Group USA Corp.	Kimpton Surfcomber Hotel
Intercontinental Hotel Group plc	KINTSUGI, Unipessoal Lda.
Intercontinental Miami	Knight, Derek
Intertrust NV	Knobs BAC
Intuit Inc.	Kohl's
InvestAnswers	Kokoni, Eirini
Ioanitescu, Dan	Korn Ferry
Ioannou, George	Koutra Athos Sotiris
ip-api	Koutra, Athos
IPQualityScore	Kozlowska, Kasandra
IST NY Inc.	Krispy Kreme
Iterable Inc.	Kroll Advisory Ltd.
Ivan on Tech Academy	Kunder, Nikhil
Jackson Lewis LLP	L&L Moving Storage & Trucking LLC
Jaffa Hotel, The	La Maison Favart
JAMS Inc.	Lackner, Joe
Jansone, Kerija	Lanktree, Owen
Jarvis Ltd.	Las Vegas Window Tinting
JB Hunt Transport Services Inc.	Latham
JetBlue Airways Corp.	Lau, Weyne
JetBrains sro	LaunchDarkly
Joberty Technologies	Lawn Care
John Lewis & Partners	LawnStarter
JSC Royal Flight Airlines	Leaa
Juliet International Ltd.	Left House, The
Jumpcut 3D	Lenou, Neovi
Juniper Office	Leonard, Carleen Ann
Junk Masterz LLC, The	Li, Hsu Kang
Junkluggers LLC, The	Lima, Esther
JV Associates Inc.	Line Group
K.F.6 Partners Ltd.	LinkedIn Corp.
Kairon Labs BV	LinkedIn Ireland Unlimited Co.
KALC LLC	Lithify Ltd.
Kanoo Pays	Locate852

Loews Hotels
Logitech
Logshero Ltd.
Logz.io
Lopez, Galo Fernandez
Loucaides, Michael
LS Future Technology AB
Lucas, Felipe
Lucidchart
Lucille's Smokehouse Bar-B-Que
Lufthansa Deutsche
Lumen
Lunar Squares
LVC USA Inc.
Lyft
Madison Liquidators
MadRev LLC
Mak, Oleena
Makarim & Taira S.
Malamas, Vasileios
Maltego Technologies
Mambu Tech BV
Mammoth Growth LLC
Mamoulides, George
Mandarin Oriental Hotel
Manhattan Bagel
Manzo's Suites
Maren Altman FZCO
Marios Locksmith Ltd.
Marriott Hotels & Resorts
Marsh USA
Maxon Corp.
Mayami Mexicantina
Mazars LLP
Mazars Ltd.
McCarthy Tetrault LLP
McDonald, Tracey
McLagan Partners Inc.
MCM 965
mDesign Holdings Ltd.
MediaOne Partners
Melio
Memorisely

Metropol Palace

MF Partners Ltd.
MFA Network
MGM Grand Hotel LLC
Miami Beach Convention Center
Michael Page International Inc.
Michaels Cos. Inc., The
Michaels, Panayiotis
Michailidou, Anna
Microsoft Azure Inc.
Microsoft Corp.
Million Roses, The
MINDS
Minuteman Press International Inc.
Mixed Analytics
Mixpanel Inc.
Momentum Media Group
Monarch Blockchain Corp.
Monday.com Ltd.
MOO Print Ltd.
Moon, Eddie
Moralis Academy
Morreale, James
Morris Manning & Martin LLP
Moschoulla Patatsou Christofi
Motion Array
Motion Design School Co.
Mould, Darron John
Move 4 Less LLC
MTA SpA
Muens, Philipp
Mullholand, Lindsey R.
Mulligan, Scott
Music 2 the Max
MVP Workshop
Myers-Briggs & Co. Inc.
Mylona, Olimbia
MythX
Nagy, Eniko Andrea
Naidu, J Raag
Namecheap Inc.
National Office Interiors & Liquidators
National Railroad Passenger Corp.
Nationwide Multistate Licensing System &
Registry

Navex Global Inc.
NBC Universal
Nectar
Nethercote, Holley
Nevada Sign
New Spanish Ridge LLC
New York Times Co., The
Next Web Events BV, The
NextGenProtection
NICE Systems UK Ltd.
Nico Signs Ltd.
NordLayer
Nordlogic Software SRL
Nordstrom Inc.
Nossaman LLP
Notability Partners
Notarize
Nothing Bundt Cakes
Nuri
NuSources
Nyman Libson Paul LLP
OAKds Inc.
Ocean View Marketing Inc.
Office Depot
Office Movers Las Vegas
Office Star B2B Ltd.
OfficeSpace Software Inc.
OfficeVibe
Offord, Scott
Ogilvy, David
OKEx
Onchain Custodian Pte. Ltd.
Onfido
Onfido Inc.
Onfido Ltd.
Optimizely Inc.
Oracle Corp. UK Ltd.
Otter.ai
OVF Customer.io LLC
PABXL
Pack & Send
Paddle
Pagliara Entertainment Enterprises LLC
Palantir Security Ltd.

Panago, Constantine
Panasonic Avionics Corp.
Panera Bread
Paneva, Violina
Panorays Ltd.
Papademetriou, Fotis
Papaya Global HK Ltd.
Park MGM Las Vegas
Park Plaza Hotels
Parklane Resort & Spa
Party City
Patchen, Aaron
Paxful Inc.
Payplus by Iris
Payplus Ltd.
Peas Recruitment Ltd.
Peninsula Business Services Ltd.
Phase II Block A South Waterfront Fee LLC
Photo Booth Vending
Piechocinska, Olga
Pillakouris, Maria
Plaid Inc.
Pluralsight Inc.
Polihouse Boutique Hotel
Polyrize Security Ltd.
Portswigger Ltd.
Postman Inc.
Postmates Inc.
Practising Law Institute Inc.
Premaratne, Inesha
Premier Due Diligence LLC
Premium Beat
Prescient
PRG U.S. Inc.
Print Hoboken LLC
Printful Inc.
Priority Power
Pro Blockchain Media LLP
Prokopis, Konstantinos
Proof of Talent LLC
Protect Operations Ltd.
PSE Consulting Engineers Inc.
PSJ Kanaris Enterprises Ltd.
PTI Office Furniture

PubliBranco
Pure Marketing Group Corp.
Puressence Ltd.
Pušonja, Mališa
Quality Inn & Suites Hotel
Quantstamp Inc.
Quoine Pte. Ltd.
RA Venues at Churchill War Rooms
Raducioiu, Iulia
Rahman, Kent
Rails Tech Inc.
Real Vision Group
Rebecca Sweetman Consulting Ltd.
Reddit Inc.
Redk CRM Solutions Ltd.
Refaeli, Alon
Reflectiz Ltd.
Regus Management Group LLC
reMarkable AS
Residence Inn
Resources Global Professionals
Restream.io
Rethy, Istvan-Levente
Retool Inc.
Rever Networks Inc.
RFO Conferences Organizing LLC
Rhind, Ryan
RingCentral Inc.
Ríos, David García
Ritz-Carlton, The
Rosewood Hotel & Resorts LLC
Rothschild TLV
Royal Mail plc
Royalton Hotel
Rubin, Jaclyn
Russell, Jacob
Sabana Labs SL
Saffron Indian Cuisine
Saint Bitts LLC
Saliba, Paul S
Sam's Club
Sam's Limousine & Transportation Inc.
SAP America Inc.
Sawhney, Rajiv

Schoen Legal Search
ScraperAPI
Seamless
SecureDocs Inc.
Securitas Security Services USA Inc.
Seese, Dylan
Segment Inc.
Selfridges
SendSafely
Sentry
Setovich, Javier
Sevio FZC
SewWhatAndWear
Sharma, Bharti
Sheraton Hotels
Shitov, Alexey
Shkedi, Jonathan
Shutters on the Beach
Shutterstock
Silhouette Building, The
Silva, Karl Da
Silverman, Tyler
Similarweb Inc.
SJP Properties General Construction
Sketch BV
Skew Ltd.
Slack Technologies LLC
SlideTeam
Small Pocket Video
Smart City Networks LP
Smartcontract Inc.
Smith, Winston Royce
SMSF Association
Snowflake Inc.
So & Sato Law Office
Soho Beach House
SolarWinds
Solomon, Levi
Soltysinski Kawecki Szlezak
SonarSource
Sopracasa, Erik
South City Kitchen
Southwest Airlines
Sovos Compliance

SP VICE Ltd.	Thrasyvoulou, Olga
Spears Electric	Thunderclap LLC
Spectrum	Tinoco, Diana
Sponsor United	Titan Office Furniture Ltd.
Sports Internship LLC	T-Mobile US Inc.
Sposato, Dalila	TokenTalk Ltd.
SpotHero	Toll Free Forwarding
Standard Restaurant Equipment Co.	Toolfarm
Staples	Tore, Alex
Starbucks	Towers Watson Ltd.
Statusgator	Trade Group Inc., The
Stephanos Greek & Mediterranean Grill	TradingView Inc.
Stuart Tracte Photography	TransUnion
Studio ViDA	Trash Cans Warehouse
Sublime HQ Pty. Ltd.	TRD Comm
SuperSonic Movers LLC	Trello Inc.
Surety Solutions	Trovata Inc.
Swag.com	Trustpilot Inc.
Swept Cleaning Service of Austin	TubeBuddy
Swiss International Air Lines Ltd.	Turkish Airlines
SXSW LLC	Turley, Andrew
Synapse Florida	Twenty84 Solutions
Syndic Travel	Twilio Inc.
TAAPL.IO sro	Twitter Inc.
Tableau Software LLC	Uber
Talking Cocktails	Uber Eats
Tampa Printer	Udemy Inc.
Target Corp.	Uline Inc.
Tasker, Stephen	Unbound Tech Ltd.
TaskRabbit	Unifire Extinguishers Ltd.
TaxBit Inc.	United Airlines
Taylor Wessing LLP	University Arms Hotel
TCL Publishing Ltd.	Unstoppable Domains Inc.
Teamz Inc.	UPS
Tembo Embroidery & Custom Merchandise	Upstager Consulting Inc.
Ten Manchester Street Hotel	UrbanStems Inc.
Tenderly doo	USA Strong Inc.
Teng, Aaron	UsabilityHub Pty. Ltd.
Terra Panonica	UsaStrong.io
TET Events LLC	USPS
Theocharous, George	V3 Digital Ltd.
Thimble Insurance	Valere Capital
Thomson Reuters	Vandervelde, Jeffrey

Vanguard Cleaning Systems of Las Vegas
Varonis Systems Inc.
Varzea, Monica
Vasileiou, Eirini
VCU Blockchain
Veliz, Jessica
Vercel Inc.
Verified First LLC
VerifyInvestors.com
Verizon Wireless
Vert & Blanc Enterprises Ltd.
Viasat Inc.
Virtru Corp.
Virtual Business Source Ltd.
Virtually Here For You Ltd.
Vivid Edge Media Group
Volta Systems Group
VoskCoin LLC
Vrazic, Michail
VSECNOW Ltd.
Walgreens Boots Alliance Inc.
Wall Street Journal
Walmart Inc.
Wang, Yuanbo
Warwick Hotel Ltd.
Wayfair Inc.
WCEF LLC
West Coast Pure Water LLC
WestCap Management LLC
Whirling Dervish Productions

Wilde Aparthotels
Wingerden, Gerrit Van
Wings Hotel, The
Wintermute Trading Ltd.
Wlosek, Ewa
Wolf Theiss
Wolt
Wolters Kluwer NV
Workland
Workspace Management Ltd.
World Economic Forum
WP Engine Inc.
Wyndham Hotels & Resorts Inc.
Wynn Las Vegas
Yellin, Sruli
Yellowgrid
yellowHead Ltd.
Yiadam, Prince
Yohann
YouTube Premium
Zapier.com
Zegans Law Group Pllc, The
Zendesk Inc.
Zeplin Inc.
Zoeller, Arielle
Zoho Corp.
Zoom Video Communications Inc.
Zubtitle LLC
Zuraz97 Ltd.

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Exhibit C

Declaration of Chris Ferraro

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**DECLARATION OF CHRISTOPHER FERRARO IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER PURSUANT
TO SECTION 327(E) OF THE BANKRUPTCY CODE AUTHORIZING
THE RETENTION AND EMPLOYMENT OF A.M. SACCULLO LEGAL, LLC
AS SPECIAL COUNSEL TO THE DEBTORS EFFECTIVE AS OF DECEMBER 1, 2022**

I, Christopher Ferraro, interim Chief Executive Officer, Chief Financial Officer, and Chief Restructuring Officer of Celsius Network LLC, being duly sworn, state the following under penalty of perjury:

1. I am the interim Chief Executive Officer, Chief Financial Officer, and Chief Restructuring Officer of Celsius Network LLC located at 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of an Order Authorizing and Approving the Retention and Employment of A.M. Saccullo, LLC as Special Counsel for the Debtors Effective as of December 1, 2022*, (the "Application"),² submitted contemporaneously herewith, seeking entry of an order authorizing the Debtors to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

employ and retain A.M. Saccullo, LLC (“AMSL”) as their special counsel in these chapter 11 cases effective as of December 1, 2022. Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by other members of the Debtors’ management and the Debtors’ advisors.

The Debtors’ Selection of AMSL

3. As interim Chief Executive Officer, Chief Financial Officer, and Chief Restructuring Officer, I am involved in and knowledgeable about retaining and supervising outside counsel. It is my strong belief that it is critical to select outside counsel with the utmost care to maximize the value of the Debtors’ estates, while at the same time focusing on costs to ensure that the Debtors’ limited resources are being appropriately utilized.

4. The Debtors selected AMSL as its special counsel because of the firm’s experience, knowledge, and expertise in Delaware bankruptcy cases, committee representations and participations, debtor and creditors rights, lien investigations and litigation, and commercial and suretyship litigation.

5. I understand that the professionals at AMSL have substantial experience, including the representation of committee and committee chairs, independent boards of directors, litigation trustees, and liquidating trustees and have participated in numerous bankruptcy cases in Delaware.

6. AMSL will provide the Debtors with the AMSL Services in connection with the FTX Chapter 11 Cases and apply its expertise and experience in representing various clients in bankruptcy cases in the Delaware. Replacing AMSL would force the Debtors to bear unnecessary costs as alternative counsel familiarized itself with the relevant background and facts, potentially impacting the Debtors’ interests in the FTX Chapter 11 Cases negatively.

7. I believe, for all the aforementioned reasons, that AMSL is well-qualified to represent the Debtors in connection with these matters in an efficient and timely manner.

Rate Structure

8. In the normal course of business, the Debtors typically monitor legal fees and expenses incurred by the Debtors and report to the applicable law firm any concerns regarding the reasonableness of such fees and expenses. Any issues regarding such fees and expenses are typically then addressed informally between the Debtors and the firm. I intend to adopt the same practice with AMSL in connection with this engagement.

9. AMSL has informed the Debtors that its hourly rates and corresponding rate structure in this case are the (a) same as the hourly rates and corresponding rate structure that AMSL uses in other restructuring matters, as well as similar complex corporate and litigation matters, whether in court or otherwise, regardless of whether a fee application is required and (b) comparable to the billing rates of other comparably skilled counsel.

Cost Supervision

10. I understand that, consistent with AMSL's policy with respect to its other clients, AMSL will seek reimbursement for expenses and other charges incurred in the rendition of the AMSL Services, as more particularly described in the Saccullo Declaration. I understand that it is AMSL's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. I also understand that it is AMSL's policy to charge its clients only the amount actually incurred by AMSL in connection with such items.

11. The Debtors understand that it is their responsibility to track their professionals' billing practices to be sure that the fees and expenses the estates pay are fair and reasonable, and

the Debtors will review the fee statements of AMSL and of all of the Debtors' other professionals to ensure that continues to be the case.

12. AMSL will provide the Debtors with a prospective budget and staffing plan to ensure that AMSL's staffing with respect to the representation of the Debtors is appropriate to meet the Debtors' needs and expectations during these chapter 11 cases. AMSL will finalize the prospective budget and staffing plan in connection with AMSL's first interim fee application.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 3, 2023
New York, New York

Respectfully submitted,

/s/ Christopher Ferraro

Name: Christopher Ferraro

Title: Interim Chief Executive Officer, Chief
Financial Officer, and Chief
Restructuring Officer